

TOWN OF EAST HAMPTON  
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

# LANDLORD'S GUIDE

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TO THE  
SECTION 8 RENTAL ASSISTANCE PROGRAM  
AKA HOUSING CHOICE VOUCHER  
PROGRAM

FUNDED THROUGH  
THE UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

ADMINISTERED BY  
THE TOWN OF EAST HAMPTON'S  
OFFICE OF HOUSING AND COMMUNITY  
DEVELOPMENT

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(Corner of Bluff Road and Atlantic Avenue)  
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Hours: Monday through Friday 9:00 am through 4:00 pm  
(Excluding holidays)

## **What is the Housing Choice Voucher Program?**

The Housing Choice Program is an income based rental subsidy program funded through the United States Department of Housing and Urban Development (HUD) and administered by the Town of East Hampton's Office of Housing and Community Development. You may hear and read the terms "Section 8", "Section 8 Rental Assistance" and the "Housing Choice Voucher Program" used interchangeably. We will refer to the program by the phrase Housing Choice Voucher Program (HCVP) for the purposes of this guide.

The Housing Choice Voucher Program provides rental assistance to individuals who meet the parameters for low income as published annually in the Federal Register. When an individual becomes a "Voucher Holder" s/he is enabled to compete within the local rental market to live in a decent, safe and sanitary home. Participants can live in any neighborhood anywhere in the United States as long as the home or apartment meets Housing Quality Standards set forth by the United States Department of Housing and Urban Development.

As a participating landlord you will retain your rights and responsibilities including tenant selection, rent collection, property maintenance and lease termination.

## **Who is your typical participant in the Housing Choice Voucher Program?**

Your typical participant in the Housing Choice Voucher Program may already be your neighbor! Participation in the Housing Choice Voucher Program is confidential. We are unable to give you personal information about your prospective tenant. However, you are permitted to do your own background check including credit reports, references and the like.

The Office of Housing and Community Development screens all applicants for income level and citizenship. Eligible participants must have a verified income that meets the federal guidelines for low income. Participants must be United States citizens or hold valid, legal status within the United States. All non- US citizens are submitted to the United States Department of Immigration and Naturalization Service for verification of status.

## **Non-Discrimination in Housing**

In your selection of tenants, provision of services, or in any other manner, federal law states that an owner may not discriminate against any person because of race, color, religion, sex, handicap and national origin. Additionally, state and local statutes may prohibit discrimination on broader grounds such as age or marital status. Housing Choice Voucher Holders are instructed to report all cases of discrimination to this office.

## **How is the Rental Assistance determined and provided?**

The United States Department of Housing and Urban Development provides many programs aimed at helping low-income families rent and own homes in the United States. The Housing Choice Voucher Program is just one of the many programs offered at the federal level. The Housing Choice Voucher Program is a rental subsidy based on mutual responsibility between your tenant and the Office of Housing and Community Development. It is not a “rent free” program.

The United States Department of Housing and Urban Development has determined that a renter should pay no more than 30% of his or her gross annual income toward rent. Based on this, your tenant will be responsible for 30% of his or her total household’s gross annual income as his or her portion of rent each month. The United States Department of Housing and Urban Development through the Town of East Hampton’s Office of Housing and Community Development will pay the difference in the rent. You will receive two rent checks, one from your tenant and one from us on the first of each month.

Your tenant will be responsible for any utility not included in the rent. If eligible, participants are encouraged to apply for assistance with their utilities through the United States Department of Social Services and other local agencies.

One of the many benefits of your participation in the program is the guarantee that you will receive the subsidy portion of your rent each month as long as the unit continually meets Housing Quality Standards, the family lives in the unit and remains a tenant in good standing with this program. We additionally work with your tenant to help him or her maintain the ability to make the monthly rent on time through the supervision of all changes in his or her gross annual income.

If you decide to become a participating landlord, you will sign a lease with your tenant and a Housing Assistance Contract with the Town of East Hampton. Attached to this guide is a copy of the obligations you will be responsible for as per this Housing Assistance Contract. Please read this document carefully. Both the lease and Housing Assistance Contract are drawn up by this office and supercede any lease or verbal commitment you have in force with the tenant.

### **Payment Standards: Maximum Rent Limits**

The amount of rent we can offer to a landlord is based on the size of the Housing Choice Voucher issued to the participant. A participant is issued a Housing Choice Voucher based on his or her household composition. He or she must find a home that has at least the number of bedrooms as his or her Housing Choice Voucher stipulates in order to

accommodate the household. The unit cannot have less than the approved Housing Choice Voucher size. The unit must be offered for a one-year lease. We do not offer partial year leases.

Annually, the Federal Register publishes Fair Market Rent limits, which govern the maximum rent limits we can offer to landlords. The United States Department of Housing and Urban Development and Town of East Hampton has approved a measure that allows us to provide rents 110% above all of the payment standards. This measure allows us to offer rents that are somewhat competitive with the local market.

In order to receive the maximum payment standard all the utilities must be included in the rental price. If the utilities are not included in the rent then we use federally based utility costs to calculate the cost of the utilities for your unit, which typically lowers the rent we are able to offer to you. Please be aware that these utility costs are not based on the actual costs of the individual utilities of the unit. Additionally, you are not permitted to ask your tenant for any rent above the contracted rent.

**The Payment Standards for 2016 are as follows:**

<u>Size</u>	<u>Maximum number of family members</u>	<u>including utilities</u>
1 Bedroom	2	\$1580.00
2 Bedrooms	4	\$1919.00
3 Bedrooms	6	\$2493.00
4 Bedrooms	8	\$2805.00

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There is one exception to the above. Even though you are offering a rent that falls within the above payment standard, certain tenants who make very low income may not be permitted to lease up in your unit because the rental portion would fall above the 30% range as previously discussed. You will be notified if this is the case.

The tenant is responsible for his or her security deposit, if required. The usual security deposit equals one month's rent. We do not offer assistance with the security deposit.

**Your responsibilities:**

1. You should screen all potential tenants. You should not rely on the fact that the tenant has been issued a Housing Choice Voucher as your screen measure.
2. You must fill out the Request for Tenancy provided by your tenant. Please indicate the type of utility when asked for this information.
3. You must sign the Lead Paint Discloser Form.
4. You must provide this office with the Certificate of Occupancy for your unit.
5. You must provide this office with proof of ownership of the property such as a current tax bill and or deed.
6. If you are giving another person permission to act as agent for you we will need a notarized letter from you indicating this.

7. You must provide the social security numbers for all of the owners of the property or the EIN number for the company holding the property.

**How do we determine if your unit meets Housing Quality Standards?**

All units leased under the Section 8 Rental Assistance Program must meet Housing Quality Standards prior to lease up and on an ongoing annual basis. Once we receive the Request for Tenancy you will receive a phone call from our Housing Inspector to schedule an initial inspection. You or your agent must be present during this inspection. The inspection may take over one hour to complete.

If necessary, our Housing Inspector will give you a list of repairs and improvements that must be made prior to lease up. Once the repairs and improvements have been made you need to call the Housing Inspector to arrange for a re-inspection. Please read the attached "Tips List" and brochure on Lead Paint for guidance on the inspection.

**Lease Up**

Once we have approved the unit we will generate the lease and Housing Assistance Contract for you. The documents will be mailed to you for your signature. Please do not have your tenant sign these documents, as we prefer to have the tenant sign the paperwork at our office. Once the Supervisor of the Town of East Hampton has signed the Housing Assistance Contract you will be sent an original copy through the United States mail service.

We only lease units on the first and fifteenth of the month.

**Annual Concerns:**

1. As per subsection 6 of your lease, you may request an increase in rent. You must notify this office and your tenant in writing sixty (60) days prior to the expiration of the lease.
2. You may choose not to renew your lease. Again you must give your tenant and this office notice in writing sixty (60) days prior to the expiration of the lease.
3. You and your tenant may mutually terminate the lease at any time with writing notification to this office.
4. Your unit will be inspected at least once a year for Housing Quality Standards. If necessary, you and your tenant will receive a detailed list of violations, repairs and or improvements that were noted during the inspection. In his letter our inspector does note who is responsible for the repair. For non- life threatening items we typically give you and or the tenant one month to fix the problem. If repairs are not repaired in a timely manner we will have no choice but to withhold our portion of the rent. We are not permitted to allow Housing Choice Voucher Holders to live in homes that do not meet Housing Quality Standards even if the repair seems trivial. The benefit of the annual inspection for you is our ability to

help you maintain your investment in your property and proactively prevent the deterioration of your unit and surrounding property.

### **Termination of the Lease:**

Most landlords and tenants participating in this program become partners that last for many years. However, there are some reasons a lease or participation by a client may be terminated. You should consider these reasons prior to agreeing to participate in this program:

1. A tenant may become “over income” for the program. This is usually a good thing and the goal we strive for with all our participants. The tenant will generally remain in the unit and pay the full rent directly to you.
2. The tenant may decide not to sign a new lease. The tenant may choose to move to another unit. You may choose to interview another Housing Choice Voucher Holder for your unit at that time or go with the general public.
3. You may wish to terminate the lease. You may terminate your lease unilaterally only if the tenant violates the lease or for another good cause. You must follow all legal requirements. You must notify this office in writing.
4. You and the tenant may mutually terminate the lease with notification in writing to this office.
5. You may decide to sell your property. You must contact this office in writing prior to the sale of the property. The contract and lease can terminate upon the sale of the property if everyone agrees. The lease may be turned over to the new landlord at the time of the sale.
6. The tenant may move from the unit without proper notification. You may retain the Housing Assistance Payment if the tenant occupied your unit for at least one day.
7. You may need to evict the tenant. If you decide to begin evictions proceedings against the tenant you must follow standard procedures required by the State of New York and local law. You must give the tenant and this office written notice stating the grounds of the proposed eviction.
8. A tenant may become ineligible for participation in the Housing Choice Voucher Program. You will be notified if your tenant becomes ineligible. We will cancel our contract with you only with proper notice.
9. You may request a final inspection of your unit. The inspection must happen on the day the tenant has moved out. You will receive a written report of the Inspector’s findings.
10. You may use the security deposit for reimbursement for unpaid rent and damages caused by the tenant. You must provide the tenant with a written list of all items and amounts charged against the security deposit. After deducting any amounts owed, the unused balance must be promptly refunded to the tenant. If the security deposit collected is insufficient to cover the claims, the owner must deal directly with the tenant to negotiate and collect damages. State and local law shall govern the rights and responsibilities of landlords and tenants regarding security deposits.