



## Executive Director



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### Section 8/HCV Property Owner Responsibilities

In your role as a landlord, serving a household under Section 8/Housing Choice Voucher, there are some requirements in order to remain eligible for the HCV payment. Much of this information can be found in the Section 8/HUD HAP Contract (HUD-52641 Form). Sanford Housing has attempted to simplify the language and length of the HAP contract here for ease of use on your behalf.

If you have any questions, please reach out to us here. We cannot house people in affordable housing utilizing a Section 8 voucher, without a network of willing landlords. We certainly appreciate your participation in accepting a Section 8 voucher. Our role, to the best of our ability, is to support landlords, provide guidance, and work in partnership to maintain a solid working relationship.

Per HUD, the owner/landlord should:

- Ensure all terms of the rental agreement (lease) are followed, and that the owner delivers what the lease outlines as a part of the contract (for example, if the lease says snow removal is paid by the landlord, then the landlord ensures snow removal is paid for)
- Ensure all utilities that are paid for by the landlord are paid and clearly outlined in the terms of the lease
- Ensure any appliances that are included as part of the rental unit in the terms of the lease remain in operation and available to the tenant
- Maintain the unit and surrounding premises in accordance with the Housing Quality Standards (HQS). Immediately prior to move-in, and again annually, the unit will be inspected by our HQS inspector. Any deficiencies will require repair before the unit can pass an HQS inspection. Tenants may notify you directly of a concerning issue, or they may also contact us about such. Our role is to ensure you know of the issue so it can be corrected.
- Understand if the unit is found to have a life-threatening deficiency, at any time, the landlord has 24 hours to repair this issue. Non-life-threatening issues will require a repair in a time designated by the housing authority, that is considered reasonable. Following non-life threatening repairs, the unit will be reinspected to confirm repairs have been completed. If the landlord is unable to make the repairs in the specified time frame, they are required to request a time extension (for good cause reasons only), before the deadline for making the repairs is up. If the landlord fails to make the repairs and has not requested an extension, the unit will go into abatement, and the HAP payment will not be made starting the first of the following month. The unit will remain in abatement until the repairs are made and reinspected. Once completed, abatement will be lifted and payments will resume. A landlord may not charge the tenant more rent during the abatement period.
- Request approval from the housing authority if a rental increase is desired. The housing authority has a "Rent Increase Request Form" which is required to be completed by the landlord for SHA review. A rent increase cannot occur during the initial one-year term of the lease. The unit must have passed its annual HQS inspection, and the unit must fall within the guidelines of our payment standards. The Housing Authority will then determine rent reasonableness, by comparing your unit and amenities with other comparable units. You cannot charge more for a Section 8 unit than you do other units in the same building without Section 8. Assuming the proposed rental increase is considered rent-reasonable, has passed inspection, is within the payment guidelines, and the tenant has lived there a year or more, the increase will be approved. The landlord will receive verification of the approval, which goes into effect the first of the month, following 60 days from the original rent increase request. The tenant must receive at least a 30 day notice from the landlord that their rent will be increasing, even if it does not cause their portion of rent to go up. The landlord will provide the housing authority with the required rent increase request form prior to increasing the rental amount
- Understand that the owner cannot assign the HAP contract to a new owner without written consent from the housing authority



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- Confirm that the owner is not a parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family unless the housing authority has approved a reasonable accommodation request from the tenant family, for an individual with disabilities
- Practice non-discrimination (in the areas of race, color, religion, sex, national origin, age, familial status or disability) and equal opportunity requirements in the selection process for tenants
- Comply with The Violence Against Women's Act (VAWA) of 2013 (see separate brochure) when screening prospective tenants or terminating tenancy of an HCV family
- Allow reasonable modifications to a dwelling unit on behalf of a disabled person occupying the unit
- Enforce tenant obligations under the lease-the voucher holder is required to follow the terms of their lease. Any failure to do so should be communicated to SHA so we may attempt to assist in corrections of the violation through a warning or reminder of the need to follow the lease

Within the contents of our Administration Plan at Sanford Housing, Chapter 13 (page 13-10), we may deny the request for tenancy based on any of the following

- If the owner has violated obligations under a current or previous HAP contract (see above HUD guidelines)
- If the owner has committed fraud, bribery, or any other corrupt or criminal act in relationship to federal housing
- If the owner has engaged in any drug or violent related activity
- If the owner has a history of practice of renting units that fail to meet housing codes or HQS standards
- If the owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted program for activity engaged in by the tenant, household member, or guest that threatens the right to peaceful enjoyment of the premises, threatens the health or safety of other residents or employees of the PHA, or threatens the health or safety of, or the right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises
- When the owner has not paid state or local real estate taxes, fines, or assessment
- If there is a conflict of interest (for example, an owner may not routinely rent a unit to a member of their immediate family)

We may deny the HAP (Housing Assistance Payment) when:

- There is a non-life-threatening deficiency in the unit, requiring a repair, that has not been repaired in the time frame specified. This causes the unit to go into abatement. If you are in need of additional time to make a repair, please request an extension
- The owner has violated obligations under the HAP contract, including failure to maintain the unit in accordance with HQS standards
- When the owner has committed fraud, bribery, or any other corrupt or criminal action in connection with any federal housing program
- If the owner has engaged in any drug related or violent criminal activity
- We have been unable to confirm landlord/owner information required in order to process a payment
- We have determined that a household's income has exceeded the income cap for subsidy payment-you will be notified when this is the case

We may terminate the HAP contract (page 13-19) when:

- The owner or family terminates the lease-if there is no lease, the HAP contract will terminate
- The lease expires
- The PHA has terminated the HAP contract for specified reasons
- The family moves from the assisted unit
- 180 days has lapsed since the last HAP payment was made
- The family is absent from the unit for longer than maximum period of time permitted
- The family breaks up
- The unit does not pass HQS standards
- There is not enough funding to continue the HAP payments
- When the single member of a single member household has died
- The unit size is not adequate for the size of the family due to an increase in family size or a change in family composition

Please contact Sanford Housing for any clarification you are in need of. We believe we can be a resource for you, and want to help ensure as many successful placements and tenancies as possible under the Section 8/HCV program.

