

INFORMATION FOR PROSPECTIVE LANDLORDS

The Sarasota Housing Authority (SHA) is pleased that you are considering becoming a landlord in our Housing Choice Voucher Program. This document will give you a simple, but informative breakdown of what our program actually does!

Our agency currently has a waiting list of over 250 clients who are waiting to receive a voucher. Since we have so many applicants, our waiting list is currently closed and will remain closed until we have offered vouchers to most of the clients who are waiting.

Once an applicant is contacted from our waiting list, the SHA provides the applicant with an interview to collect things like household information and income information. We first determine if they are eligible to receive a voucher by looking at their total family income. The current income limits as of January 2013 are available on the HUD website.

If we determine the applicant to be income eligible, we proceed to the criminal background check. The background check is performed by fingerprinting all adult members of the applicant household. The fingerprints are submitted to the FBI and we are normally notified within 24 hours with the results. Our agency wants to ensure that we are not approving Section 8 for those households with adult family members who are a danger to those around them or to those families who are currently engaging in the illegal use of drugs. We look at all drug related or violent criminal activity during the last five years.

Upon approval of the applicant family, the SHA requires that the applicant family attend a “voucher briefing.” This briefing explains all of the rules and regulations’ regarding the Housing Choice Voucher Program and the family is required to sign additional documents at this time. A voucher and a Request for Tenancy Approval (RTA) are issued at this briefing.

Once the family has a voucher, they are officially able to begin searching for a unit. That is where you come in! You can list your units for availability using our website. You would just click on “unit listings” under Section 8 and follow the instructions. If a prospective renter contacts you and they say that they are on Section 8 and would like to rent from you, then they should have both a voucher and a RTA packet. The voucher should have an “issuance date” and an “expiration date.” You should never rent to someone who can’t show you a valid voucher!

Please be advised that as a landlord, you are under no obligation to rent to any specific person. You should follow all procedures that you have in place regarding your requirements for a renter. If you do background checks and credit checks, you will still need to perform those checks because our agency does NOT screen for suitability of a client to be a renter. We only determine if they are income eligible and ensure that they are not dangerous criminals. You will definitely want to check the rental history of a client prior to allowing them to reside in your home.

Once you approve a voucher holder to be a renter, you will complete the RTA packet that the applicant provides to you. The entire packet will need to be completed and then submitted back to the SHA. Our agency accepts the packets via email, fax, mail, or hand-delivered. Once we receive the packet, we perform two tests: to determine if the unit is reasonably priced and affordable for that specific client. If either of those tests fails, we will not proceed. We will contact you to negotiate the rent. You are under no obligation to accept a lower rent, but if you do accept a lower rent, you will be required to sign a statement that you are accepting the lower rent. Upon acceptance of a lower rent, you will not be able to change the rent for at least one year.

A note about rent: The tenant is always responsible for paying 30% of their total family income towards rent. Sometimes a family has little or no income and in those cases, the SHA usually pays all of their rent. This could change any time the family experienced a change in household composition or income.

Once we have approved the rent amount of the unit, our inspection department will contact you to set up an initial inspection of the unit. The initial inspection is normally done within 15 days of the SHA receiving the packet. Please note that we make every attempt to inspect new units prior to the last day of the month, but if a client turns in a packet after the 15th of the month, there is no guarantee that we will inspect it prior to the last day of the month. Our agency will also set you up as a vendor at this time. The documents required are part of the RTA packet. Please note that our agency requires all landlords to be paid via direct deposit.

As soon as the unit passes an inspection, the applicant is eligible to sign a lease with you. The lease must state the following: Name of tenant, unit address, the total approved rent amount, the term of the lease, and the utilities that the tenant is responsible for paying out of their own pocket. Please be advised that all new leases must be for at least one year! We do not accept any terms less than one year or more than two years. The only exception to this would be when a client moves in during the middle of a month, the lease can end on the last day of the previous month the following year. (November 15, 2012 through October 31, 2013).

If you have any doubts about when a new renter is eligible to move in, you should always contact their Housing Authority caseworker so that you have the correct information. Some clients that are moving are not applicants, but tenants. If a client is a tenant, then they are usually only allowed to move on the first day of the month. There are exceptions to this rule, so if you are not sure, it is always best to contact their caseworker to verify the information.

As soon as you have an executed lease with your new renter, you will need to submit the lease to the SHA. As soon as the caseworker has the lease and reviews it for accuracy, then they will complete the process in our software system. The software will then generate a Housing Assistance Payment (HAP) Contract for you to sign. The HAP contract is the document that the SHA enters into with the owner that allows us to pay you our portion of rent. The HAP contract will list the total rent and the amount that you can expect from us upon initial lease up. Any time the family experiences a change, we will send you a HAP amendment that will notify you of any changes in the SHA portion and the tenant portion.

As soon as the SHA generates the initial HAP contract, we forward the contract to you via email, fax, or mail. You must sign and return the contract prior to SHA making any payment. If all of the above is done prior to the 27th of the month, then you will receive your first payment when we process our HAP payments on the first. If you sign a HAP contract after the 27th of the month, then you normally will not receive your first payment until the first of the second month. Our agency does not process a mid-month HAP run for any reason, so it is always best to return all documents in a timely manner.

Once the HAP contract is signed, you are now officially a landlord and participating in our program. Being a landlord on the HCV program is not much different than renting privately to a client. The only thing that is different is that we will inspect your unit before the tenant moves in and every year thereafter. And we will pay part of the tenant's rent. As far as everything else

goes, it's pretty much the same. Here are some important facts that you will need to know prior to participating in our program:

1. The only way to end a lease during the initial year is through the court eviction proceeding. Our agency does not allow clients to move out during their initial lease for any reason, so we do not accept a "Mutual Rescission of Lease" from anyone.
2. If you have problems with a renter, you must follow your lease guidelines because the SHA does not get involved in tenant/landlord issues. The SHA is not a party to the lease!
3. If the tenant does not pay their rent, you must take action because we cannot make a tenant pay their portion.
4. The SHA is never responsible for the way a tenant acts because we do not screen tenants for suitability. This is always up to the landlord.
5. The SHA does not "send" people to owners. We provide listing of units currently available when we do our briefings. The tenant selects where they want to live and who they want to rent from.
6. After the initial year of a lease, either the landlord or the tenant may decide not to renew the lease. If the tenant decides not to renew the lease, you will receive a notice from our office with the tenant's vacate date. This is your 30-day notice. If you decide not to renew the lease, you should put it in writing and submit it to both the tenant and the SHA.
7. You will be required to complete a "good standing" form verifying that the client is in good standing and does not owe you rent or other items. We do not allow tenants to receive another voucher to move if they owe their current landlord rent, late fees, and damages.
8. If an owner fails to evict clients for lease violations, then we can ban them from being landlords on our program.
9. If an owner fails to fix inspection items, then we can abate their HAP payment until the items are repaired. If an owner continues to violate HQS guidelines, then we can ban them from the program.
10. If a tenant abandons a unit and the owner fails to notify the SHA, the owner will be required to payback any HAP money for any months in which the unit was empty.
11. No one can be added to the lease without the SHA's and the owner's approval. The only people that are allowed to be added are biological children, adopted children, or those with court awarded custody. We do not allow adult children who have been removed to be added back to the household. We do not allow adult friends, siblings, cousins, etc to move in. Only adults who are significant others to the Head of household can be added and that is only after the landlord approves them and the SHA approves them. They must meet the definition of a "family".
12. If you have any questions about a client, you must contact their caseworker at the SHA. That person's name should be on your HAP contract and any amendments that you receive.