



HOUSING AUTHORITY OF YAMHILL COUNTY

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*"Equal Housing Opportunity"*

# Section 8 Guide for Landlords

## **DEFINITIONS**

**VOUCHER:** A Voucher verifies that the Family is eligible to participate in the Housing Choice Voucher Program. Under this program, after the Family selects a dwelling, the Housing Authority of Yamhill County (HAYC) inspects the dwelling to ensure that it meets program guidelines. When the Lease and Contract are signed, the HAYC has a maximum amount of rent to pay and the Family is responsible for the balance to owner. Also, the rent to owner must be reasonable in comparison to rent for other comparable unassisted units in the market. However, tenants cannot pay more than 40% of their income for rent and utilities under a new lease.

**SECURITY DEPOSIT:** The owner may collect a security deposit from the tenant. The deposit must not be in excess of private market practice or in excess of amounts charged by the owner to unassisted tenants.

**REQUEST FOR LEASE APPROVAL (also called RLA or Green Sheet):** This form will be given to the landlord by a prospective tenant. This form is completed by the landlord and the tenant to give the HAYC enough information about the dwelling to: a) complete the inspection, and b) prepare the Lease and Contract.

**ASSISTED LEASE (also called "lease"):** A written agreement between the landlord and the tenant. This form can be provided by the landlord or by the HAYC.

**HOUSING ASSISTANCE PAYMENTS CONTRACT (also called a "HAP Contract"):** A Housing Assistance Payments Contract defines the HAYC and owner responsibilities, rights, and obligations under the program. It states the amount of the Housing Assistance Payment (the portion of the rent to be paid by the HAYC).

**RENT TO OWNER:** The total amount of rent for a unit that is payable by both the HAYC and the tenant to the landlord.

**HOUSING ASSISTANCE PAYMENT (HAP):** The HAP (paid by the HAYC to the landlord) equals the Rent To Owner minus the Tenant Rent. The HAYC mails HAP payments to landlords the first of each month.

**HOUSING QUALITY STANDARDS (HQS):** All assisted units must be in good condition and meet program standards. A Housing Quality Standards (HQS) inspection of the dwelling unit is initiated when the HAYC receives a completed Request for Lease Approval. The dwelling unit must pass an HQS inspection before the HAYC may make a HAP payment to a landlord.

**RENT REASONABLENESS:** Rents for units must be reasonable in relation to comparable units under the private unassisted market and not in excess of rents currently being charged for comparable unassisted units.

LEASE/CONTRACT ADJUSTMENTS: Family eligibility for the Voucher Program is re-verified annually. Changes may occur during the year if the family has changes in income or family composition. A notice is sent to the landlord and family any time there is an adjustment in Rent to Owner, Tenant Rent, or Housing Assistance Payment.

## **STEPS TO LEASING UP**

Here are the usual steps the HAYC, landlords, and tenant families follow to participate in the Housing Choice Voucher Program:

- Families apply for assistance. When their application comes to the top of the waiting list, eligibility for the program is verified.
- The HAYC issues the family a Voucher permitting them to seek an appropriate unit. Families may choose to use their assistance in their current unit or move. The landlord should ask to see the **Request for Lease Approval** when discussing the unit. **The HAYC highly recommends that the landlord check references from at least two previous landlords.** The HAYC can provide landlords with the tenant's current address (as shown in our records); and the name and address (if known) of the landlord at their current and prior address.
- It is the policy of the HAYC to provide landlords documented information in tenant files as it relates to tenancy history of family members. This information may include the number and dollar amount of claims paid, eviction notices, or drug trafficking.
- When a landlord has thoroughly screened the applicant and has decided to enter into an Assisted Lease, the **Request for Lease Approval** is completed with the family.
- Once the **Request for Lease Approval** is returned to the HAYC, an appointment will be made for an inspection of the dwelling. The HAYC will usually inspect the dwelling within 72 hours of the **Request for Lease Approval's** submission.
- If the unit fails the inspection, or the rent is determined to be too high for program guidelines the landlord will be promptly notified. The landlord then has the option of making corrections and adjustments.
- If the unit passes inspection and the rent is determined to be reasonable, the Lease and Contract will be prepared. The tenant will be contacted and asked to come in and sign the lease. The tenant may elect to hand carry the Lease and Contract to the landlord, the documents may be mailed for signatures, or the landlord can come to the office to sign the forms. Once the documents are completed, returned, and the tenant has possession of the unit, the HAYC will process the paperwork for payment.

## **FAMILY OBLIGATIONS**

The family must: 1) submit a minimum of a 30 day notice in writing to the owner and the HAYC before moving out of the unit or terminating the lease; 2) use the assisted unit for residence by the family; 3) pay utility bills and supply appliances that the owner is not required to supply under the lease; 4) be responsible for HQS violations caused by the family; and 5) **not** rent from family members (exceptions may be made for reasonable accommodations).

The family (including each family member) must not: 1) own or have any interest in the unit; 2) commit any serious or repeated lease violations; 3) participate in illegal drug or violent criminal activity; 4) sublease, let the unit, assign the lease, or transfer the unit; and 5) damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

### **When a family wishes to move...**

The lease may be terminated by the family any time after the first year by submitting a written 30 day notice to the landlord with a copy to the HAYC. Prior to one year, the family may only terminate the lease for emergency reasons and by Mutual Rescission. The Mutual Rescission must be agreed upon by the family and landlord.

### **When the landlord wishes to terminate...**

The lease may be terminated at **any time** by the landlord for:

- Serious or repeated violations of the lease,
- Violation of Federal, State, or local laws,
- Drug related or criminal activity by the tenant, member of the household, or other person in the tenant's control.
- Other good cause. **However**, during the first year of the lease, the landlord may not terminate for "other good cause" unless it is based upon wrongdoing or misconduct by the tenant.

The requirement to terminate tenancy for such grounds: (1) only applies during the term of the lease, including the initial term and any extension term; and (2) does not apply if the owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

### **The Housing Authority may stop providing assistance...**

- If the family has committed any fraud in connection with the program,
- If the family has violated any of its obligations under the program,
- If the family has breached an agreement with the HAYC,
- If the unit is not in decent, safe, and sanitary condition or is no longer appropriate based on changes in family size or composition, or,
- If the landlord breaches the contract.

The HAYC will notify the landlord and family, in writing, of any termination action in accordance with the HAP Contract.

**The landlord needs to notify the Housing Authority immediately when the family moves.**

### **Once a year...**

Each year, prior to the anniversary date of the Lease, the HAYC will complete a reexamination of tenant eligibility, inspect the dwelling to ensure continued compliance with HQS, and negotiate rent increase requests from the landlord.

## **RENT INCREASES**

Under the Housing Choice Voucher Program, the landlord can increase the rent any time after the first year of the lease with a 60 day written rent increase notice to the tenant and the HAYC. Remember, rents must be reasonable and not in excess of rents currently being charged for comparable units under the private unassisted market.

## **ANNUAL INSPECTION**

Most units should pass their annual inspections; however, in some cases, repairs may be necessary. Some of the most common fail items are:

- Chipping/peeling paint on interior or exterior surfaces,
- Missing/cracked cover plates on switches or outlets,
- Missing or broken window/door locks; cracked or broken window panes,
- Water heater missing a temperature/pressure relief valve and/or discharge line.

- Range burners or oven non-functional,
- Missing or broken handrails for stairs with four or more steps,
- Smoke detector non-functional,
- Exposed wiring in any location and
- Vermin infestation.

Landlords are notified in writing of any HQS fail items and will be given a reasonable amount of time to make repairs. All deficiencies must be corrected before the HAP Contract can be continued.

## **A SUMMARY OF THE PROGRAM**

The Housing Choice Voucher Program allows the Housing Authority of Yamhill County to enter into Housing Assistance Payments Contract with private landlords to pay rent on behalf of participating, eligible low-income families.

A family cannot be assisted unless she/he has applied, been determined eligible, and issued a Voucher. **Remember**, we **do not** check references; we only provide rental assistance to help pay rent. However, we can provide the name and address (if known) of previous landlords and documented information in tenant files as it relates to tenancy history of family members.

A family holding a Voucher who wishes to rent a unit will ask the landlord to complete a **Request for Lease Approval**. Once returned to the HAYC, an inspection is scheduled.

Once the unit passes the Housing Quality Standards (HQS) inspection, and the rent is established, the HAYC will prepare a Lease and Contract for signatures. This authorizes the issuance of Housing Assistance Payments checks, which the HAYC mails to the landlord directly each month during the term of the Contract.

## **IMPORTANT STEPS TO REMEMBER**

- Notify the HAYC promptly if the family moves.
- It is a good idea to put any correspondence to the Tenant in writing, with a copy to the HAYC.
- If unsure about procedures to take concerning a unit under lease through the voucher program, please do not hesitate to call the Housing Authority of Yamhill County.

Owners with vacant rental units can fill out the form included to list vacancies with the HAYC. Fliers are also accepted. **THIS IS A FREE SERVICE!!**

### **Housing Services Staff Directory**

<b>Judi Herubin</b> , Housing Supervisor, Intake .....	503-883-4335
<b>Nanette Villarreal</b> , Housing Specialist (A-Go), Special Needs .....	503-883-4310
<b>Cliff Hardy</b> , Housing Specialist (Gr-Pa).....	503-883-4338
<b>Marie Karjalainen</b> , Housing Specialist (Pe-Z).....	503-883-4309
<b>Beth Stevenson</b> , FSS Housing Specialist (A-He) .....	503-883-4319
<b>Doug Berry</b> , FSS Housing Specialist (Hi-P), Spanish Spkg .....	503-883-4320
<b>Jay Jaeger</b> , FSS Housing Specialist (Q-Z), GRTHA .....	503-883-4308
<b>Lisa Hansen</b> , HQS Inspector.....	503-883-4302
<b>Brent Morrow</b> , Accounting Assistant .....	503-883-4305
<b>Melissa Sanders</b> , Admin. Assistant/Waiting List .....	503-883-4300

# HOUSING AUTHORITY OF YAMHILL COUNTY

NON ASSISTED RENT COMPARABLE UNIT

DATE AVAILABLE \_\_\_\_\_

# OF BEDROOMS: \_\_\_\_\_ MONTHLY RENT: \$ \_\_\_\_\_

# OF BATHROOMS: \_\_\_\_\_ DEPOSIT: \$ \_\_\_\_\_

TYPE OF UNIT: \_\_\_\_\_ HOUSE \_\_\_\_\_ APARTMENT  
\_\_\_\_\_ DUPLEX \_\_\_\_\_ MOBILE HM

PET POLICY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

SMOKING POLICY: \_\_\_\_\_

APPROX. SIZE \_\_\_\_\_ SQ. FT.

DATE BUILT \_\_\_\_\_ WEATHERIZED \_\_\_\_\_

## PROPERTY REPRESENTATIVE:

NAME \_\_\_\_\_

ADDRESS (optional) \_\_\_\_\_

CITY/STATE \_\_\_\_\_

PHONE \_\_\_\_\_ MGR \_\_\_\_\_

## PLEASE CHECK WHICH OF THE FOLLOWING THE LANDLORD INCLUDES IN THE UNIT:

_____ CARPETS W/W	_____ RANGE
_____ WINDOW COVERINGS	_____ REFRIGERATOR
_____ DISHWASHER	_____ W/D HOOK-UP
_____ GARBAGE DISPOSAL	_____ COIN-OP LAUNDRY
_____ GARAGE/CARPORT	_____ PARKING OFF THE STREET
_____ AIR CONDITIONING	_____ SCREENS
_____ DECK/PATIO	_____
_____ WHEELCHAIR ACCESSIBLE	_____

TYPE OF NEIGHBORHOOD: \_\_\_\_\_ RESIDENTIAL \_\_\_\_\_ MULTI-FAMILY \_\_\_\_\_ COMMERCIAL \_\_\_\_\_ RURAL

ACCESSIBLE TO: \_\_\_\_\_ STORES \_\_\_\_\_ SCHOOLS \_\_\_\_\_ MEDICAL FACILITIES

ON SITE MANAGER \_\_\_\_\_ TENANT MAINTENANCE (IF ANY) \_\_\_\_\_

OWNER PAID UTILITIES: \_\_\_\_\_ WATER \_\_\_\_\_ GARBAGE \_\_\_\_\_ ELECTRIC \_\_\_\_\_ GAS \_\_\_\_\_ OIL  
\_\_\_\_\_ SEWER \_\_\_\_\_ PROPANE

TENANT PAID UTILITIES: \_\_\_\_\_ WATER \_\_\_\_\_ GARBAGE \_\_\_\_\_ ELECTRIC \_\_\_\_\_ GAS \_\_\_\_\_ OIL  
\_\_\_\_\_ SEWER \_\_\_\_\_ PROPANE

TYPE OF HEAT: \_\_\_\_\_ GAS \_\_\_\_\_ ELECTRIC \_\_\_\_\_ WOOD \_\_\_\_\_ OIL \_\_\_\_\_ PROPANE

TYPE OF HOT WATER HEATER: \_\_\_\_\_ GAS \_\_\_\_\_ ELECTRIC