



Landlord Guide to the Housing Choice Voucher Program

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This guide is designed to provide property owners and managers with general information for participation in the Housing Choice Voucher Program (formerly known as Section 8).

Overview

The Housing Choice Voucher Program is designed to help low-income families rent safe and decent housing in safe in the private market. The program makes direct monthly payments to the landlord on behalf of the family to cover the rent. The owner and manager will be referred to as landlord. The landlord will sign a Housing Assistance Payments (HAP) Contract with Boulder Housing Partners (the housing agency) in addition to a one-year lease agreement with the resident. The family’s rent contribution is based on household income and family size and is approximately 30 to 40% of their income. In accordance with federal regulations, the housing agency and resident rent amounts change as the resident family composition or income changes. These changes are effective after written notice to both parties by BHPs. This program is well established and operates nationwide. It offers a solution to government-owned housing and allows residents the freedom of housing choice. The program is designed to benefit both landlords and residents.

Benefits of the Housing Choice Voucher Program

Landlord Benefits:

You continue to apply your own screening process according to your resident screening criteria.
Housing assistance payments are made directly to you. The resident pays their portion directly to you, as well.
You can request annual rent increases, by providing a written 60-day notice to BHP.
You have an opportunity to help seniors, persons with disabilities, and families with low to moderate incomes.

Community Benefits:

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

Renter Benefits:

Families can maintain their privacy while receiving public assistance.
Families pay about 30 - 40% of their monthly income toward rent, allowing them to pay for school expenses and/or medical care.
Families may live anywhere in the community.

Program Operation

1. Application

A “family” applies to the housing agency to enroll in the program. “Family” also includes elderly persons (62 years of age or older) and persons with disabilities.

2. Certification

At the time the family receives the Housing Choice Voucher, the family has been qualified by the housing agency based on family composition and income. **Resident screening is a landlord responsibility.**

3. Program Rent Limits

BHP will determine that the rent is reasonable by comparing the rent to other non-assisted rental units in the area.



Program Operation, continued

4. Resident Reference

BHP, by providing housing assistance, in no way guarantees a family's suitability as a resident. BHP will provide the landlord with the current and last known address of the prospective resident, along with landlord contact. **It is the responsibility of the landlord to screen and approve a prospective resident.**

5. Security Deposit

The resident 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 or public sources.

If the family vacates the unit, the owner, subject to state and local law, may utilize the deposit as reimbursement for any unpaid rent owed and damages under the terms of the lease. If a family vacates the unit owing no rent or other amount under the lease, or if such amount is less than the amount of the security deposit, the owner shall refund the full amount or the unused balance of the security deposit, as the case may be, to the family. If the resident damages the unit beyond normal wear and tear, the resident is responsible for this expense.

6. Inspection

Living Room:	A window, two electrical outlets, or one outlet and a permanent light fixture.
Kitchen:	Hot and cold running water, stove and refrigerator, adequate food preparation and storage space, light fixture and outlet.
Bathroom:	Window or vent, toilet, washbasin and tub or shower.
Bedroom:	Window, two electrical outlets or one outlet and a permanent light fixture.
Exterior:	Sound foundation, stairs, porches, and railings on stairs (inside and out).
Heating & Plumbing:	Proper ventilation for heating and cooling, pressure relief valve on hot water heaters, adequate plumbing and sewer connections, shut off valve on heating unit.
General Health:	Smoke detectors on each level, all exterior doors and windows must be lockable and free from breaks, stairs and halls must be free from hazards, no peeling or cracking paint, or pest infestation.

7. Housing Assistance Payments Contract and Lease Agreement

The Housing Assistance Payment Contract (HAP) is a legal agreement between the landlord and the housing agency. It outlines the landlord's rights and responsibilities as a participant in the Housing Choice Voucher Program. The contract will expire on the last day of the term of the lease. The resident and landlord must sign the lease. The landlord cannot make any changes in the terms of the lease during the first 12 months, including but not limited to raising the rent. The lease will be for a term of one year. After that year, if no action is taken by either the landlord or the resident to renew the lease, then the lease will continue on a month-to-month basis. During the first year of the lease, the lease must be terminated by action. Action can be an eviction by the landlord for serious and/or repeated violations of the terms of the lease, or for non-payment of rent by the resident.

8. Resident - Landlord Disputes

Despite the best of intentions, problems may arise between residents and landlords. As a landlord you are responsible for the property management of your unit. The Housing Choice Voucher team will try to help if we are kept informed, but we are not property managers. We are here to help ensure program, and therefore lease compliance.

If the resident violates the lease, the landlord should follow the same procedures as with other residents. Notice of eviction must be reported to the housing agency at the same time the resident is notified. The landlord may proceed with eviction in accordance with Colorado State law.

9. Rent Adjustments

Owners of units under a HAP Contract may increase the rent after the first 12 months of the lease by providing the housing agency and the resident with a written 60-day notice. The housing agency will do a market test to ensure that the rent is reasonable and that the assisted unit is not renting for more than similar unassisted units.

10. Referral Service for Vacant Units

The housing agency will assist landlords by giving potential residents a list of rental units that are currently available. The landlord does not forfeit the opportunity to screen potential residents so long as the landlord does not discriminate among prospective residents on the basis of race, color, religion, sex, national origin, or familial status. If you have questions, please contact Boulder Housing Partners at (720) 564-4630.