

- Section 8 Housing Choice Voucher Program -

The Section 8 Housing Choice Voucher Program is a rental assistance program whereby the Fairport Housing Authority issues an eligible family a Voucher that is valued at the difference between the Applicable Payment Standard and 30% of the Tenant's adjusted income. This portion of the rent is sent directly to the Landlord by the Fairport Housing Authority (Fairport Urban Renewal Agency). The Tenant also pays his portion (remaining balance) of the rent to the Landlord.

Generally, it is permissible for Tenants to choose a rental unit above the applicable payment standard if they are willing to spend more of their income toward the rent. However, at the initial lease, the tenant is not permitted to spend more than 40% of their monthly-adjusted income toward rent and utilities. The unit is subject to a review of rent reasonableness.

If the rent amount has been determined to be reasonable, a housing inspection appointment will be scheduled with the Landlord and Tenant. The unit must pass an inspection to insure compliance with HUD Housing Quality Standards.

Landlords are encouraged to screen applicants for desirability. The housing authority only looks at eligibility based on income and family size.

Required Documents

The following paperwork must be signed by the Landlord/Tenant:

1. **Request for Tenancy Approval** - a request to the Fairport Housing Authority to approve the lease and the rental amount. If it is determined that the requested rent is not a reasonable rent, the Landlord will be notified accordingly.
2. **Lease** - The Fairport Housing Authority will accept any lease the owner wishes to use, provided there are no prohibited lease provisions. If the Landlord request a model lease from the housing authority one will be provided
3. **Lease Addendum** - The Addendum outlines the required lease provisions which shall prevail in case of any conflict between the provisions of the Lease Addendum and any other provisions of the Lease. The Lease Addendum also outlines prohibited lease provisions.
4. **Housing Choice Voucher (H.V.C.) Contract** - The H.V.C. Contract outlines the terms, rental payments, owner's responsibilities, security deposits, rental adjustments, termination of tenancy, etc. Once the above papers have been executed and returned, the Fairport Housing Authority will authorize the rental assistance payments according

Lease

1. The lease dates should run concurrently with the Housing Voucher Contract, beginning on the first of the month.
2. The contract and lease terms are indefinite, however, lease extensions will be reviewed and executed annually. The minimum initial lease term is one (1) year.
3. A copy of the lease and the Lease Addendum will be mailed to the Landlord and Tenant once they have been signed by both parties.

Housing Voucher (H.V.) Contract

1. The H.V. Contract is executed between the Fairport Housing Authority and the Landlord. The Tenant does not sign the H.V. Contract.
2. A copy of the H.V. Contract will be mailed to the Landlord once it has been signed by the FHA and owner.

Term of Contracts: The Lease and H.V. Contract continue until either:

- A. The lease is terminated by the Owner in accordance with the provisions of the Lease Addendum and the H.V. Contract.
- B. The Lease is terminated by the Tenant in accordance with the provisions of the Lease Addendum.
- C. The Housing Voucher (H.V.) Contract is terminated by the Fairport Housing Authority (FHA).

Rental Checks

The Tenant will be responsible for paying their portion of the rent (TR - Tenant Rent). The Fairport Housing Authority will mail all rental assistance checks to the Landlord at the beginning of each month. Endorsement of each check is evidence that the payment is correct and that the owner is fulfilling the terms of the contract.

If the Tenant pays for any utilities, an allowance for utilities (as determined by the utility allowance schedule provided to the Tenant) is added to the proposed unit rent and the total of both rent and utility allowance equal gross rent.

Note: All rents must be within rent reasonableness guidelines.

Collecting Rents

The Landlord is responsible for collecting the Tenant's portion of the rent as stated in the contract.

Rent Increases

The unit rent can only be increased on an annual basis on the anniversary date of the contract. The maximum rent

increase is determined by the rent reasonableness data that is obtained by the housing authority. In addition data from the Consumer Price Index and the Bureau of the Census American Housing Survey can also be used.

Rent Reasonableness

The rent for the unit must be comparable to rents charged for similar units in the private market; location, size, type, quality and amenities are considered. All requests for lease approvals will be subjected to a review of rent reasonableness of the unit.

Security Deposit

The maximum deposit a Landlord can require is an amount equal to one month's rent. The Landlord is encouraged to collect the full security deposit. If a Tenant vacates a unit, the Landlord may use the security deposit as reimbursement for amounts owed under the lease.

Vacancy

Housing assistance payments shall be made only during the period in which the unit is leased and occupied by the Family during the term of the Contract. If the Tenant vacates during the month, the Owner may retain the housing assistance payment for the month in which the vacancy occurs, and the Contract will end.

Landlord's Responsibilities

1. Performance of all management functions.
2. Payment of utilities except those designated as the responsibility of the Tenant.
3. Performance of ordinary and extraordinary maintenance.
4. Collection of Tenant's portion of the rent.
5. Furnishing information to the FHA regarding the continued occupancy of the Tenant.

Benefits to Landlord

1. Lessens the possibility of late rental payments or nonpayment of rent, since the Tenant will be paying a portion of the rent affordable for their income.
2. Guarantees payment of assisted portions of the rent, according to the terms and conditions of Housing Voucher (H.V.) Contract.
3. Allows for reasonable annual rent adjustments.
4. Long term tenancy is often realized by Tenant and Owner.
5. If requested, the FHA will act as third party mediator to settle disputes between Owner and Tenant.
6. FHA will prepare all the necessary documents.