

STEPS TO ESTABLISH A LEASE

COMPLETE RFTA

This form is provided to the family at the time the voucher is issued. Completing this form indicates that the owner and family have met, inspected the unit, reviewed program documents, agreed on the security deposit and rent amounts, and would like to have the unit scheduled for the required inspection. Both the owner and family must sign and fill out the RFTA completely before submittal to the AHA. You must also submit original or certified copy of the executed Warranty Deed or Quit Claim Deed and a management agreement if the owner is using an agent. You must also complete the Owner Information Form and IRS W-9 Form.

SCHEDULE AN INSPECTION

Prior to approving a unit for admission into the Section 8 Program, it must be inspected to determine that it meets minimum Housing Quality Stands. The owner or family must call to schedule an inspection. To ensure a speedy inspection process, units must be ready for inspection at the scheduled time. This means that all utilities are on (gas, electricity and water) It is the owners responsibility to have the utilities turned on the date of the inspection. The participant who moves in prior to the unit passing inspection is responsible for the total amount of the contract rent.

The results of the inspection are available by phone and a letter. If the unit fails inspection a letter will be sent to the owner listing the corrections that must be made for the unit to qualify for the Section 8 Program. Once the repairs are made, one follow-up inspection will be made upon a telephone request. If a unit fails the 2nd inspection, the family will normally be advised to locate another unit.

RENT PAYMENT DETERMINATIONS

The HAP and the family's portion of the monthly rent is determined after the inspection of the dwelling unit and prior to the finalization of contract terms. Final rent is based on a Rent Reasonableness test to ensure rent is both consistent with similar units in the area and comparable unit in the same complex. Participants may ask a landlord to reduce rent if their share of rent exceeds 40% of their income. The landlord is under no obligation to lower the rent, but the AHA will be unable to provide a subsidy if the tenant portion of the rent exceeds 40% of the tenants income and/or the rent does not meet rent reasonable criteria.

HAP CONTRACT

After the unit passes inspection the AHA will execute a HAP Contract which is an agreement between the AHA and the owner and sets forth the terms and conditions for the payment of rental assistance on behalf of the family. Payments will not be released until the contract is signed.

OWNER/FAMILY LEASE

Owners must now use their own lease which must be in a standard form used in the locality by the owner. Please note that landlords and participants in the Section 8 program cannot be related and landlords must NEVER collect side payments from participants. Asking for or accepting a

side payment is considered fraud and make the landlord and/or tenant ineligible to participate with the program.

TERM OF LEASE

The initial lease term is the prevailing local market practice. During the initial term of the lease, the owner may not raise the rent.

BEGINNING HOUSING ASSISTANCE PAYMENT

HAP payments cannot be made to the owner until the HAP contract and a copy of the owner/family lease have been returned to the AHA, the unit has passed the inspection and the unit is occupied by the family. If documents are not submitted by the cut-off date for preparation of the first monthly rental assistance check, payment will be retroactive to the effective date of the HAP contract.

FAMILY CONTRIBUTION

It is the responsibility of the family to pay it's portion of the rent to the owner on time. If the family occupies the unit before the effective date the HAP Contract, the family is responsible for the full amount of the rent up to the effective date of the HAP contract.