

LANDLORDS "WHAT TO KNOW"

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BECOMING A LANDLORD

How to Qualify

The landlord must agree to accept subsidy for their tenant, by entering into a Housing Assistance Payment (HAP) Contract with Union Parish Section 8 Housing (UPS8H).

Specifications

The dwelling unit must pass the program's Housing Quality Standards (HQS) Inspection and be maintained up to those standards as long as the owner receives Housing Assistance Payments (HAP). The rent requested must be reasonable and the landlord must not charge the tenant any amount other than what UPS8H has determined to be the tenants' portion of rent.

Inspection Process

Housing Choice Voucher (HCV) program regulations at 24 CFR Part 982 set forth basic Housing Quality Standards (HQS) which all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. HQS define "standard housing" and establish the minimum criteria for the health and safety of program participants. Current HQS regulations consist of 13 key aspects of housing quality, performance requirements, and acceptability criteria to meet each performance requirement. HQS includes requirements for all housing types, including single and multi-family dwelling units, as well as specific requirements for specific housing types such as manufactured homes, congregate housing, single room occupancy, shared housing, and group residences.

Getting Paid

Once UPS8H approves an eligible family's housing unit, the family and the landlord sign a lease and, at the same time, the landlord and UPS8H sign a HAP contract that runs for the same term as the lease. Payments will be generated on the first of the month, following execution of the HAP contract. Payment are mailed to owners by the 1st of each month. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with UPS8H.

Documents

[Property Listing Form](#)

[HQS Inspection Form](#)

[Landlord Responsibility Form](#)

Union Parish Section 8 Housing Authority Property Listing Form

Owner: _____ Date: _____

Unit Address: _____

Unit City, State Zip: _____

Owner Address: _____ Phone: _____

Owner City, State Zip: _____ Email: _____

Unit	Fill Out
Bedrooms	1 Bedroom
Contract Rent	
Year Built	
Square Feet	

Utilities Paid	Check if Applicable
Electric	
Gas	
Water	
Sewer	
Trash	

Refrigerator	Check if Applicable
Supplied	

Range/Stove	Check if Applicable
Supplied	

Fuel	Electric	Gas
Stove/Range		
Water Heater		
Heating		

Facilities	Check if Applicable
Laundromat	
Pool	
Public Transportation	

Amenities	Check if Applicable
1 ½ or more baths	
Carpet	
Carport	
Central Air/Heat	
Central Heat	
Dishwasher	
Fans (ceiling/attic)	
Fenced Yard	
Garage	
Garbage Disposal	
Microwave	
Separate Laundry Room	
Washer/Dryer	
Washer/Dryer Connections	
Window A/C	
Window Coverings	

Unit Types	Check One Only
Single Family Detached	
Rowhouse/Townhouse	
Duplex	
Low Rise 3 or 4 Stories	
High Rise 5 Stories & Up	
Manufactured Home	

UNION PARISH SECTION 8 HOUSING

P. O. Box 7231303. East Water Street | Farmerville, LA 712411 (318) 368-14111 sdixson@bayou.com

REQUEST FOR RENT INCREASE / DECREASE

1. TO BE COMPLETED BY PROPERTY OWNER

Tenant's Name _____

Rental unit address _____ Unit# _____

City _____ State _____ Zip Code _____

Phone# _____ MDHCV Client# (If known) _____

Owner's Name _____ TIN or SSN _____

Address _____

City _____ State _____ Zip Code _____

Phone# _____ Fax# _____

Cell _____ Email _____ Vendor # _____

I am hereby requesting (a) rent increase or (b) decrease on the above rental unit based on the following justification. (Please fill out all requested items below. Do not list maintenance items caused by regular wear and tear.)

(Please select one of the following)

Rent Increase

Rent Decrease

HAP Contract Anniversary Date

Current Rent

Requested Rent

Proposed Effective Date

GENERAL UNIT INFORMATION

No. Bedrooms _____ No. Bathrooms _____ Full _____ 1/2 _____ Unit Size _____ square feet

BUILDING TYPE (select ONE) Condo Yes No

Single Family Detached Duplex/Triplex/Fourplex Rowhouse/Townhouse Manufactured

High Rise Low Rise (Including garden/walkup) Single Room Occupancy Independent Group Residence

AMENITIES AND SERVICES INCLUDED IN RENT

Garbage Disposal

Refrigerator

Ceiling Fans

Pest Control

Washer/Dryer In Complex

Window-Wall A/C Unit

Washer/Dryer In Unit

Central Air

Pool

Gated Community

Dishwasher

Washer/Dryer Hookups

Stove

Lawn Care

Microwave

HEAT SOURCE

Central Air

Heat Pump

Window/Wall

Space

1. The cost of amenities can be included in the requested rent amount. These amenities will be taken into consideration for making the rent determination. The tenant cannot be charged a separate fee for these amenities if they are included in the rent. The tenant should not enter into any additional agreement for these amenities. If the rent determination shows that the tenant does not have enough income to support the rent plus amenities, the rent request will be denied.
2. Tenants can choose to pay for an amenity on their own so long as the cost of the amenity is not part of the rent. Any agreement signed by the tenant for amenities must have the same termination date as the lease and cannot state that the fee is considered additional rent. This agreement must be disclosed to the HCV program. The HCV program does not assume responsibility for failure of tenant to comply with any provision of the amenities agreement. Tenant is advised to carefully consider the burden of an additional expense before entering into an agreement.

PARKING

Car Carport	Assigned	Car Garage	Street	Unassigned	None
Driveway	Open	Covered			

EXTERIOR

Balcony	Patio	Deck	Porch
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UNIT QUALITY

- A. Newly constructed or completely renovated
- B. Well maintained and/or partially renovated
- C. Adequate, but some repairs may be needed soon

To the best of my knowledge the information above is correct.

Owner's Signature

Date

2. TO BE COMPLETED BY TENANT

I understand that due to the above rent increase/decrease requested by the owner, my rent may be adjusted higher or lower. This is in addition to other adjustments due to changes in income and/or family composition reported at my annual recertification.

Tenant's Signature

Date

Tenant Refused or Not Available to Sign (completed by owner):

The tenant refused was not available to sign. The owner must provide the following in order for the rent increase to be considered

This completed Rent Increase Request Form

Copy of the Notice provided to the tenant of the rent increase that is not effective sooner than 60 days from the date of the Notice.

Proof of Service/Delivery of the Rent Increase Notice to the tenant.

3. TO BE COMPLETED BY TENANT

- Owners should review the area rental market prior to requesting an adjustment to the contract rent. The rent reasonableness analysis to be conducted by UPSSH may yield results equal, higher, or lower than the current contract rent.
- Owners must not collect on the rent increase amount until receiving written approval from UPSSH.
- UPSSH may limit and/or deny rent increase requests due to funding availability or restrictions.
- Request for rent increases must be requested at least 60 days before the anniversary of the lease for the new rent to be effective on the anniversary date. A late request will be processed, but will be effective on the first of the month 60 days subsequent to the request date, and will not be applied retroactively.
- UPSSH require Owners of multi-unit rental projects to provide a rent roll.
- UPSSH shall not grant a rent increase unless the Owner has complied with obligations under the HAP contract, including compliance with the HQS for all contract units.

UNION PARISH SECTION 8 HOUSING

P. O. Box 7231303 East Water Street | Farmerville, LA 71241 | (318) 368-1441 | sdixson@bayou.com

LANDLORD CERTIFICATION OF RESPONSIBILITY

TO: Owner/Agent

RE: Tenant Name _____ Entity ID# _____

Landlord must initial each item:

- _____ 1. I certify that I am the owner or the legally designated agent for the above referenced unit, and that the tenant has no ownership interest in this dwelling unit.
- _____ 2. I understand that I must comply with equal opportunity requirements.
- _____ 3. I understand that I should carefully screen the family for suitability for tenancy, including the family's background with respect to such factors as rent and utility payment history, caring for unit and premises, respecting the rights of others to the peaceful enjoyment of their housing, and drug-related and criminal activity that is a threat to the life, safety, or property of others.
- _____ 4. I understand that I may collect a security deposit from the tenant that is not in excess of private market practice, or in excess of amounts that I charge to unassisted tenants.
- _____ 5. I understand my obligation to offer a lease to the tenant and that the lease may not differ in form or content from any other lease that I am currently using for any unassisted tenants. I understand that it is my responsibility to ensure that my lease complies with state and local law. Union Parish Section 8 Housing (UPS8H) will only review my lease to ensure that the United States Department of Housing and Urban Development (HUD) required items are addressed.
- _____ 6. I understand that the family members listed on the Housing Assistance Payments (HAP) Contract are the only individuals permitted to reside in the unit. I understand that UPS8H and I must grant prior written approval for other persons to be added to the household (except for the birth, adoption, or court-awarded custody of a child). I understand that I am not permitted to live in the unit while I am receiving housing assistance payments.
- _____ 7. I agree to comply with all requirements contained in the lease, Tenancy Addendum, Housing Assistance Payments Contract, parts A, B, and the Lease Special Stipulations. I understand that it is imperative that I fully understand the terms and conditions of the lease, Tenancy Addendum, Lease Special Stipulations and the HAP Contract.
- _____ 8. I certify that I (including a principal or other interested party) am not the parent, child, grandparent, grandchild, sister, or brother of any member of the family. If I am related, I have received written notification from UPS8H that it will approve rental of the unit, notwithstanding such relationship, to provide reasonable accommodation for a family member who is a person with disabilities.
- _____ 9. I understand that if I fail to execute the HAP contract and/or other required documents in the timeframe set by UPS8H, the approval of the tenant's authorization to move-in may be voided. Should the transaction be voided by UPS8H, I understand that I will not receive HAPs, or late payments.
- _____ 10. I acknowledge that HAPs are considered paid on the date the check is issued or electronic payments are transmitted.
- _____ 11. I understand that UPS8H has the right to recoup HAPs paid erroneously by withholding payment owed to me including HAPs for other tenants or through other assisted housing programs administered by UPS8H. Should there not be any other valid Section 8 contracts, I must repay UPS8H upon receipt of an overpayment notice.

- _____ 12. I understand that I must submit to the tenant for their consideration and the UPS8H for their review any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease/revision.
- _____ 13. I understand that I must provide UPS8H with a written request for any rent increase a minimum of sixty (60) days in advance of the increase and in accordance with the provisions of the lease and HAP contract.
- _____ 14. I understand that the tenant's portion of the contract rent is determined by UPS8H and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease, which has not been specifically approved by UPS8H.
- _____ 15. I understand that UPS8H may deny or terminate participation, if I have a history of being abusive towards UPS8H staff or program participants.
- _____ 16a. I acknowledge that I am not a Union Parish Police Jury employee or an elected official of Union Parish Police Jury as of the date of this certification. I further acknowledge that I am not the spouse, parent or child of a Union Parish Police Jury employee or elected official of Union Parish Police Jury as of the date of this certification. I understand that no Union Parish Police Jury employee shall enter into a contract or transact any business in which he or a member of his immediate family has a financial interest, direct or indirect, with Union Parish Police Jury or any person or agency acting for Union Parish Police Jury and any such contract, agreement or business engagement entered in violation of this section shall render the transaction voidable.
- or
- _____ 16b. I acknowledge that I am currently a Union Parish Police Jury employee and that prior to the execution of the HAP contract obtained an ethics opinion, dated _____, 20 ____, from the Louisiana Board of Ethics and granted me authorization to participate as a landlord in the Section 8 Housing Choice Voucher Program and that I have provided a copy of said opinion to UPS8H on _____, 20 ____
- _____ 17. I understand that I may not assign the HAP Contract to a new owner without the prior written consent of UPS8H and that I must complete and sign the UPS8H Transfer of Payments Form within ten (10) days of the contemplated transfer/ assignment in order to have the Housing Assistance Payments (HAP) transferred to the new owner, agent, or entity. I further understand that my failure to timely notify UPS8H and/or any unauthorized transfer/assignment constitutes a breach of the HAP subject to immediate termination, recovery of any outstanding overpayments or any other relief that may be sought against the Owner by UPS8H and/or HUD.
- _____ 18. I understand that I must advise UPS8H and the tenant, in writing, within fifteen (15) days of being notified of pending foreclosure of this property.
- _____ 19. I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.
- _____ 20. I understand that should the assisted unit become vacant, I am responsible for notifying UPS8H immediately in writing. I also understand that the HAP Contract and payment will terminate immediately.
- _____ 21. I understand that I should attempt to resolve disputes between the tenant and me and contact UPS8H, in writing, only in serious disputes that we are unable to resolve.
- _____ 22. I understand that I must provide the tenant and UPS8H with a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action and a copy of the eviction notice and to comply with all state and local eviction procedures.
- _____ 23. I acknowledge that I have been briefed on the Housing Choice Voucher Program. I understand that my failure to fulfill the above may result in the withholding, abatement, or termination of housing assistance payments for the contract unit or another unit; and/or being barred from participating in UPS8's housing program.
- _____ 24. I understand that I must notify UPS8H immediately, in writing, of a change in my mailing address. Failure to do so may interrupt correspondence such as deficiency repair letters and may delay mail delivery or electronic transfer of rental assistance payments.

____ 25. I acknowledge that I _____ have _____ have not as of the date of this certification been convicted of a felony during the past ten (10) years or that an officer, director, or executive of the entity entering into a contract or receiving funding from the Parish _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years. I further acknowledge that if I am or an officer, director, or executive of the entity is subsequently convicted of a felony, whether connected to a federal housing assistance program, UPS8H may terminate the HAP.

____ 26. I understand that if one or any of the previous certifications is found to be false, UPS8H will pursue repayment of any funds made for each month the authorized payment was made by taking all necessary and legal steps to collect these funds, including but not limited to filing a legal action against the owner. UPS8H's failure to initiate steps to recover the funds within thirty (30) days from the date one or both of the previous certifications is found to be false, does not waive any of UPS8H or HUD's rights under the HAP.

____ 27. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State criminal Law.

Owner/Agent Name

Signature

Date

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.