

Landlord Frequently Asked Questions

1. **What is a voucher?**
 2. **Am I obligated to rent my unit to a voucher holder?**
 3. **How do I let families know my rental unit is available?**
 4. **What steps do I take when I agree to rent to a voucher holder?**
 5. **What happens at the inspections?**
 6. **Are there any lease requirements?**
 7. **Are there any Contract requirements?**
 8. **Does the Contract continue if the lease ends?**
 9. **How is the monthly assistance payment actually delivered to me?**
 10. **How is the assistance payment calculated?**
 11. **Who pays the security deposit?**
 12. **What if a tenant violates the terms of the lease?**
 13. **What about unpaid rent or damages?**
 14. **Who is responsible for maintenance?**
 15. **What if the tenant moves?**
 16. **How often does DCA see the family?**
 17. **Can I assign the Contract to a new owner?**
 18. **What if my rental unit lies outside DCA's jurisdiction?**
 19. **Does DCA conduct a background check on voucher holders?**
 20. **How is the maximum contract rent allowable determined?**
-

1. What is a voucher?

The voucher is the document DCA issues to a family that certifies eligibility, identifies family size and states the term of the voucher; the family has a limited time to locate suitable housing.

2. Am I obligated to rent my unit to a voucher holder?

DCA certifies eligibility but the owner determines suitability. You can legally screen a prospective HCV family the same as you would an unassisted renter.

3. How do I let families know my rental unit is available?

DCA maintains a county landlord database that we furnish to voucher holders as a resource during their housing search. You may add your name and telephone number by calling the regional office serving your area.

4. What steps do I take when I agree to rent to a voucher holder?

The family will furnish you an Inspection Request Form for you to complete and return to the appropriate regional office; we will schedule a unit inspection within two weeks. For your benefit the form also includes the family's recent rental history.

5. What happens at the inspection?

We inspect the unit following HUD-established Housing Quality Standards and identify any deficiencies that need correcting. We encourage you to be present for the inspection. When repairs are complete we re-inspect the unit and prepare the Contract. Assistance commences only upon the unit passing HQS.

6. Are there any lease requirements?

You should use a standard lease generally used for unassisted tenants. The lease must identify the following: names of tenant and owner unit address monthly rent amount who supplies utilities and appliances the lease term and renewal provisions The HUD prescribed tenancy addendum must be attached to the lease.

7. Are there any Contract requirements?

The Housing Assistance Payment Contract is the agreement between DCA and the owner that authorizes our payments on behalf of an assisted family.

The Contract identifies the following:

- Tenant
- Address
- Household members
- Initial lease term
- Monthly rent amount
- Assistance payment amount
- Who supplies utilities and appliances
- Security deposit

The Contract does not diminish your rights as owner. You can terminate or extend tenancy in accordance with the terms of the lease and the tenancy addendum.

8. Does the Contract continue if the lease ends?

The Contract terminates automatically if the lease is terminated by the owner or tenant. Likewise, if the Contract terminates for any reason the lease terminates automatically too.

9. How is the monthly assistance payment actually delivered to me?

DCA pays on the first of the month via direct deposit in the account of your choice; we will also mail you a record of payments monthly.

10. How is the assistance payment calculated?

Several elements determine the assistance payment amount such as family size, income, comparable market rents and other factors.

11. Who pays the security deposit?

The tenant is responsible for deposits. You cannot charge amounts in excess of what you charge for unassisted tenants.

12. What if a tenant violates the terms of the lease?

You can terminate tenancy in accordance with the lease and HUD requirements. For example, you can terminate tenancy for serious or repeated violation of the lease or other good cause. The Contract addresses this in detail. You may only evict the tenant by a court action.

13. What about unpaid rent or damages?

The family is responsible for their portion of the monthly rent amount. Neither the owner nor DCA is liable for tenant damages. You should handle this situation in the same manner as you would with an unassisted renter.

14. Who is responsible for maintenance?

The owner must maintain the unit and premises in accordance with Housing Quality Standards as established by HUD, tenant-supplied utilities/appliances and damages beyond normal wear and tear notwithstanding.

15. What if the tenant moves?

If the family moves from the unit the Contract terminates automatically.

16. How often does DCA see the family?

At least annually we inspect the unit and certify the family's continued eligibility. If at any time the family portion of the rent changes we will notify you and amend the Contract to reflect the adjusted payment amount.

17. Can I assign the Contract to a new owner?

Yes, as long as you receive prior written consent from DCA and the new owner agrees to the terms of the Contract. The new owner (as well as the initial owner) cannot be an immediate family relation of any member in the assisted household. DCA may deny approval for other reasons listed in the Contract.

18. What if my rental unit lies outside DCA's jurisdiction?

You should contact the local housing authority in that county.

19. Does DCA conduct a background check on voucher holders?

DCA does not conduct background checks. The landlord must assume full responsibility for any background checks, just as they would for any unassisted renter.

20. How is the maximum contract rent allowable determined?

Several factors are taken into considerations. These include (but not limited to) other non assisted comparable units with similar amenities and geographic location, HUD Payment Standards, family certification size, and family adjusted gross monthly income.