

1. What is the Section 8 Program?

The Section 8 Program is a form of federal rent subsidy which assists program participants with monthly rental payments to ensure that the families have a safe, decent and sanitary place to live. Harbor Homes, Inc. administers funds received from the U.S. Department of Housing and Urban Development (U.S. HUD) and distributes them in the form of Section 8 Housing Choice Vouchers to eligible families and individuals.

A Voucher allows participating households (tenants) to rent housing that meets their needs. The tenant pays a portion of the rent directly to the landlord. U.S. HUD pays the landlord the difference between the tenant's portion of the rent and the total rental amount due.

2. What Happens Once I've Selected a Tenant?

Once you have selected a tenant you must complete their Request for Tenancy Approval (RFTA) form and submit it to our office along with the lead disclosure form and the rent roll. Once the three items has been received, we will call you to schedule an inspection of the property. If the unit passes inspection and the rent is approved, you and the tenant sign the Lease, and you sign a concurrent Housing Assistance Payments Contract with the Harbor Homes, Inc.

If the unit does not pass inspection, the items that failed must be repaired before the tenant may move in to the unit. A re-check inspection will be necessary to confirm that the corrections have been made.

3. How is the Initial Contract Rent Determined?

The initial contract rent must be "rent reasonable" and the tenant's total payment cannot exceed more than 40% of their monthly adjusted income for the initial term of the contract.

"Rent reasonable" means that the total rent cannot be more than rent for similar units in the same general area or neighborhood. Criteria used to determine the rent include:

- which utilities will be paid by the owner;
- the overall unit condition;
- any improvements made to the unit;
- A comparison of similar rental units within that general area.

Please note that subsidized rents may not be more than non-subsidized rents for similar units.

4. Can I Collect a Security Deposit?

You are encouraged to collect a security deposit. Security deposits must be held in compliance with State and local laws regarding interest payments and disposition of deposits. It is the tenant's responsibility to pay the security deposit.

5. When is the Effective Date of Lease/Beginning of Subsidy?

The effective date of the Lease and Contract will be determined after all Housing Quality Standards violations have been corrected and the tenant has terminated any previous Contract and Lease.

If the tenant takes possession of your unit before the authorized start date, the tenant will be responsible for the full market rent until the effective date of the new Lease.

6. How Often Does the Housing Authority Conduct Unit Inspections?

Harbor Homes, Inc. will conduct an annual inspection prior to the end of the Lease term to ensure the unit continues to meet Housing Quality Standards (HQS). You and your tenant will receive a letter from Harbor Homes, Inc. if the unit does not pass inspection. The letter will list the items requiring repair and will give you a date by which the repairs must be corrected.

If the violations are not corrected within the time limit given, Harbor Homes, Inc. will abate the Housing Assistance Payment.

Harbor Homes, Inc. will not abate the rent if all of the Housing Quality Standards violations are tenant caused. However, Harbor Homes, Inc. may terminate the tenant's assistance if tenant-caused HQS violations are not corrected. A 30-day notice will be provided to you and the tenant for any termination.

7. Can I Request Rent Increases?

You may request an annual rent increase. Rent increases are not automatic and must be requested in writing. The annual inspection must be current with no outstanding HQS violations. These are the requirements for rent increases:

- Rent increases must be reasonable and be approved by Harbor Homes, Inc.
- A written 60-day Notice must be served to Harbor Homes, Inc.

When the rent increase has been approved, Harbor Homes, Inc. will send you and the tenant a notice of change in rent with the effective date.

8. What Are The Tenant's Responsibilities?

The Lease is the binding agreement between you and the tenant which states the responsibilities of both parties, including the amount of the tenant rent, utility responsibility, and the security deposit.

By signing the Lease, the tenant is agreeing to abide by all of its terms, which include paying rent on time. Depending on the Lease, the tenant may be responsible for paying certain utilities. The tenant is expected to pay their portion of the rent by the first of each month as stated in the Lease.

The tenant is also responsible for the cost of repairs for damage caused by them, a family member or a guest. The family's assistance may be terminated if they fail to correct HQS deficiencies they have caused.

The tenant family must also comply with certain "family obligations" with Harbor Homes, Inc. in order to remain eligible for rental assistance. These obligations include, but are not limited to, providing current information to Harbor Homes, Inc. on their family composition including any changes, and reporting all amounts and sources of income and assets, including any changes.

In addition, the tenant must provide at least a 30-day written notice to you and Harbor Homes, Inc. before moving.

9. What Are My (Owner) Responsibilities?

As an owner, you are expected to provide a home that meets Housing Quality Standards. You are responsible for making repairs to the unit in a timely manner. Depending on the Lease, you may be responsible for paying certain utilities.

You are also responsible for collecting the tenant's portion of the rent each month. If the family does not pay rent or gets in the habit of paying late, you may not be doing them a favor by tolerating it. In addition, you could end up losing a lot of money. Act promptly and fairly if this occurs.

The only time you can request money from a tenant, outside of the approved monthly rental payments and security deposit, is for reimbursement for tenant-caused damages.

It is your responsibility to enforce your lease. Harbor Homes, Inc. cannot do this for you. You have the right to serve a notice for serious violations of the Lease. If eviction is necessary, you must proceed according to state law. A copy of all notices to the tenant must also be sent to Harbor Homes, Inc.

10. What Is Harbor Homes, Inc. Responsibility?

Harbor Homes, Inc. screens tenants for program eligibility based on the eligibility criteria for the program. We will instruct the tenant on their obligations under the program including their obligations to Harbor Homes, Inc. and their responsibility to comply with their Lease.

Harbor Homes, Inc. portion of the rent will be paid by check and sent to you by us postal mail by the 5th day of the month. Harbor Homes, Inc. is not responsible for collecting the tenant's portion of the rent or management of the property. This is your responsibility.

11. What If I Have More Questions?

If you have any questions about the Section 8 Program, please call our offices at (603) 881-8436, ext. 1143, between 9:00 A.M. and 4:00 P.M. Monday through Friday. We will be glad to answer your questions and refer you to the appropriate staff member as necessary.