



Landlord / Tenant

*** Information Bullet Notification ***

This is to provide valuable information to very common issues and to be put in place so that Everyone, Lakeland Housing Authority, Section 8 Participants, Landlords, & Property Managers can all have a better understanding of the responsibilities of all parties. This will serve to assure that all entities work together with a better understanding of the Program.

1) Rental Increase

Landlords are required to complete & submit a Rental Increase Form for evaluation and approval. Notification and Effective date will be sent once rental increase has been approved by the Lakeland Housing Authority. The rental increase process must be completed and approved by the LHA prior to rental increase to tenant.

- LHA will process request for rental increase within 60 days of written request.
- No rental increase can be enforced to tenant prior to LHA approval.

2) Disparity in Contracted Rent

It is against HUD's regulations to charge any amount over the HAP contracted rental amount.

24 CFR 982.451 Housing Assistance payment contract

(b) (3) The total of rent paid by the tenant plus the PHA housing assistance to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the PHA.

((b) (4) (B) (ii) The owner may not demand or accept any rent payment from the tenant in excess of this maximum, and must immediately return any excess rent payment to the tenant

3) Inspections

- After initial inspection there will be a scheduled biennial inspection (every 24 months).
- LHA can and will complete special inspections upon written request.

4) Abatement

Abatement means "any set of measures designed to permanently eliminate". The PHA must abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period: 24 hours or 30-days depending upon the nature of the deficiency. Payments that go into Abatement are not placed on a hold; they are not payable.

5) Agreements

Verbal agreements with Landlord/tenant outside lease and/or HAP contract are not allowed when rent exceeds contracted amount. **IE:**

- Forgoing rent in lieu of
- Paying in excess of lease & Hap contracted rent

Disclosure**The information provided in this document is solely for informational purposes and should not be misconstrued as legally binding. **Refer to 24CFR982. HUD guidance handbook , & applicable State Laws.**

6) **RFTA – Request for Tenancy Approval**

This document is given to tenants when searching for a new unit. It has to be filled out by the Prospect Landlord with Proposed Contract Rent, Utilities included, Address, etc...
Lease must match RFTA- Utilities & Rents established in RFTA and HAP contract, all must coincide.

7) **Discrepancies**

All discrepancies must be handled with parties responsible. Proper written notification needs to be made to the Lakeland Housing Authority, if issue violates HCV Program. **IE:**

- LHA Payments = Landlord & LHA
- Tenant Payments = Landlord & Tenant
- Utility Reimbursement = Tenant & LHA

8) **HAP Payments**

Payments are issued by the 5th of each month.

- Direct Deposit are active approximately 7-10 days
- Live checks may take longer based on the US Postal service

EXCEPTION: Initial move-ins can take up to 60 days from date of signed & returned HAP contract.

9) **Conflict of Interest**

Tenant & Landlord cannot be related to one another unless there has been a reasonable accommodation approved.

10) **Move Out's**

It is the responsibility of the tenant as well as the Landlord to report move-out of a tenant. This will avoid overpayments & recoupments.

11) **Interim Re-examinations**

- Additional household members must be reported & approved through the Lakeland Housing Authority as well as the Landlord. CHANGE forms and supporting documents must be submitted to LHA at each change.
- Changes in INCOME of any household members must be reported in writing within 10 days to avoid possibility of termination in benefits. LHA has the ability to verify income of each Section 8 participant, please be aware.

12) **Movers Release - *Must be submitted 90 days prior to expected move.***

In order for a tenant to move, they have to submit a Mover's Request and Landlord must complete forms that verify Program Compliance (Payment/No Damages to Unit) by the tenant. Landlord and tenant agree to move-out date. Payments will cease (End) as of that date. If an extension is granted by Landlord for tenant to remain in the unit past said date it must be issued in writing to LHA to avoid payment ending.

13) **Voucher**

A (HCV) Housing Choice Voucher is issued in a new admission and when a move is occurring. This document has a specified period. An extension must be requested in writing and approved only if participant submits Search Attempt Sheet. If search attempt sheet is not included then request will then be denied.

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14) **Eviction**

Landlord must follow proper Landlord/Tenant procedures per HUD regulations and State Laws for the Eviction process. Copies of all steps must be turned into the LHA office.

****Money owed by LHA is not a valid reason for eviction****

15) **Violations**

If there is a noncompliance with a tenant regarding violations to the Lease, and Tenancy addendum, written notification must be sent to the tenant and submit a copy to the LHA. Landlord is responsible for enforcing the lease.

16) **Utility Reimbursement**

Not all tenants receive a Utility reimbursement check. **IE:**

- If you pay a rental amount no Utility Check will be received.

17) **ZERO Hap Status**

This does not mean that the tenant is no longer a section 8 participant. Tenant is no longer Section 8 eligible 180 days from the effective date of zero HAP payment. If situation has not changed past those 180 days, tenant will be terminated from Section 8 program.

18) **LHA Employees**

There must be an atmosphere of respect between tenants, Landlord, property managers and LHA always.

19) **Lease Non-renewal**

Written notification must be submitted by the landlord to the LHA 90 days prior to lease end date or extenuating circumstance such as (property foreclosure, Sale of property, etc.)

24 CFR 982.552 (5) (c) (ix) PHA Denial or termination of assistance for family

If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.



Acronyms:

LHA – Lakeland Housing Authority
RFTA – Request Tenant Approval
HUD – US Housing and Urban Development
HCV – Housing Choice Voucher
HAP – Housing Assistance Payment
HQS – Housing Quality Standards
PHA – Public Housing Authority

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