



**DON'T BE AFRAID OF**

**SEC 8**

**WHY IT BENEFITS LANDLORDS**



**Presented By**

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# **Patti Robertson**

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Property Management Inc Franchisee & Regional Mentor  
Past TRIG President and Current Board Member  
Hampton Roads Landlord Association Founder  
Licensed Real Estate Broker with PMI Virginia  
Board Member Rent Ready Norfolk  
Property Manager  
Landlord

**DISCLAIMER:**

I am not an attorney and am not providing legal advice. I am simply sharing lease clauses and tools I use when managing my own rentals and the rentals owned by other landlords. Be sure to have your own attorney review your lease and any legal forms you use in your business.



# SOURCE OF INCOME FAIR HOUSING PROTECTION



As of April 16, 2021, Landlords with 5 or more units may not use “source of income” as a criteria when screening tenants.

If an income criteria is part of a landlord’s criteria, only the tenant’s portion of rent may be considered in the formula.



## SECTION 8

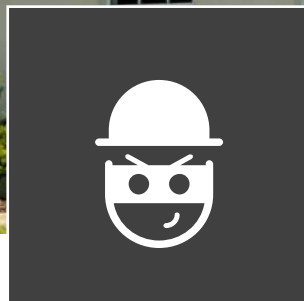


**Free**  
rental payment  
insurance for landlords!

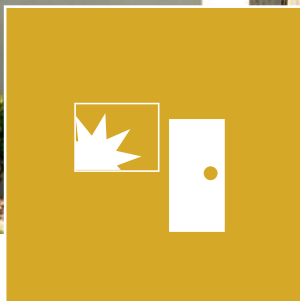




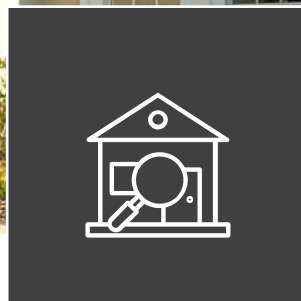
# SEC 8 MISCONCEPTIONS



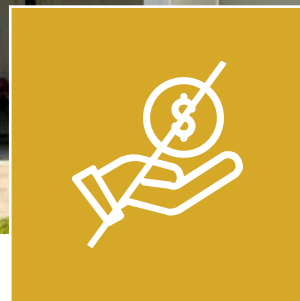
SEC 8 tenants are all users who are cheating the system.



SEC 8 tenants “tear up” properties.



The SEC 8 inspections are onerous.



SEC 8 doesn't pay market rents.



SEC 8 tenants live for free.



**SEC 8**

**REALITIES**

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# SEC 8 REALITIES # 1



No adult on the SEC 8 lease can have a drug or felony conviction.





When a SEC 8 tenant gives their landlord notice that they plan to move, SEC 8 sends a form to the current landlord giving them 10 days to respond saying the tenant is or is not in compliance with their lease – IE – owe any money for rent or repairs. If they do owe money, and the landlord responds within the 10-day allowance, that tenant's voucher can get placed “on hold” until compliance is made with the current landlord.







## SEC 8 REALITIES # 3



If a SEC 8 tenant has an outstanding landlord judgment, HUD will not reissue their voucher so they can move until the judgement is satisfied or a payment plan has been agreed upon.





## SEC 8 REALITIES # 4

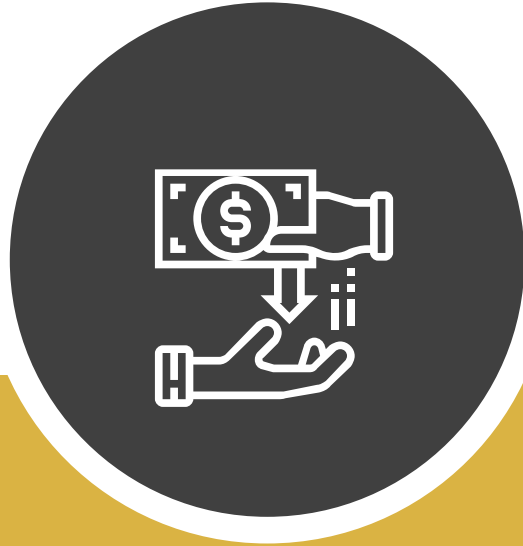


SEC 8 tenants are educated in the process of home inspections and are quick to call if they see a problem that may compromise the house, such as a water leak.





# SEC 8 REALITIES # 5



In Hampton Roads, SEC 8 pays “market rent” or above in every one of our cities.





After the first 12 months, SEC 8 will consider a reasonable rent increase, regardless of the lease term.





# SEC 8 REALITIES # 7



SEC 8 tenants almost always pay a portion of their rent. SEC 8 sets their subsidy based on the premise that the tenant can spend 30% of their income on rent and utilities.



# HOW RENTS ARE DETERMINED.

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# HOW RENTS ARE DETERMINED



## HUD

dictates the maximum amount they will pay per bedroom size per market.

This is what the HUD chart shows for max rents allowance for every city in our market.





# HOW RENTS ARE DETERMINED

## The Final FY 2018 FMRs for All Bedroom Sizes

### Final FY 2018 FMRs by Unit Bedrooms

Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2022 FMR	<b>\$993</b>	<b>\$1015</b>	<b>\$1193</b>	<b>\$1676</b>	<b>\$2042</b>
FY 2023 FMR	<b>\$1116</b>	<b>\$1137</b>	<b>\$1329</b>	<b>\$1857</b>	<b>\$2264</b>







## Comparable Rent Test

SEC 8 compares your requested rent to non-SEC8 properties of the same bedroom size, same property type, similar size and age, same city, within 5 miles.





## Affordability Test

For this test the voucher holder cannot spend more than 30% of their income on housing – **rent + utilities**



**SEC 8**

**ACRONYMS**

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HA

Housing Authority

This is what HUD calls the local SEC 8 offices.





**Housing  
Assistance  
Payment Contract**



This is the contract between the landlord and HUD that will be sent to you after you send SEC 8 the signed lease. You will receive your first rent payment after this is returned to the Housing Authority office.





**Housing Choice  
Voucher**



This is the official name of  
the SEC 8 program.





**Request for  
Tenancy Approval**



This is the package the tenant will bring for you to complete to submit to the Housing Authority.





# CONTACTS

**Norfolk**

**757-623-1111**

**Portsmouth**

**757-399-5261**

**Virginia Beach**

**757-385-5750**

**Chesapeake**

**757-523-0401**

**Newport News**

**757-928-2620**

**Hampton**

**757-727-1111**

**Suffolk**

**757-539-2100**







§ 55-248.6:1. Application deposit and application fee: Any landlord may require a refundable application deposit in addition to a nonrefundable application fee. If the applicant fails to rent the unit for which application was made, from the application deposit the landlord shall refund to the applicant within 20 days after the applicant's failure to rent the unit or the landlord's rejection of the application all sums in excess of the landlord's actual expenses and damages together with an itemized list of said expenses and damages. If, however, the application deposit was made by cash, certified check, cashier's check, or postal money order, such refund shall be made within 10 days of the applicant's failure to rent the unit if the failure to rent is due to the landlord's rejection of the application. If the landlord fails to comply with this section, the applicant may recover as damages suffered by him that portion of the application deposit wrongfully withheld and reasonable attorney fees.





# IMPORTANT LEASE CLAUSE



This lease is contingent on tenant remaining in good standing with the redevelopment & housing authority section 8 assistance program. Should tenant be terminated from that rental assistance program, this lease terminates on the same date. If any required inspections scheduled by the redevelopment & housing authority section 8 assistance program are missed by the tenant, tidewater homes will attend the 2nd scheduled appointment and a trip fee of \$50 will be charged to the tenant.



# **SEC 8**

# **INSPECTION CHECKLIST**

# **SUMMARY** . ---

**(A full checklist can be obtained on the HUD website.)**

A large, multi-paned arched window with a view of green trees, set against a warm, golden-brown background. The window has a decorative arch and is divided into several panes. The text "WINDOWS AND DOORS" is overlaid in white on a dark horizontal band across the center of the image.

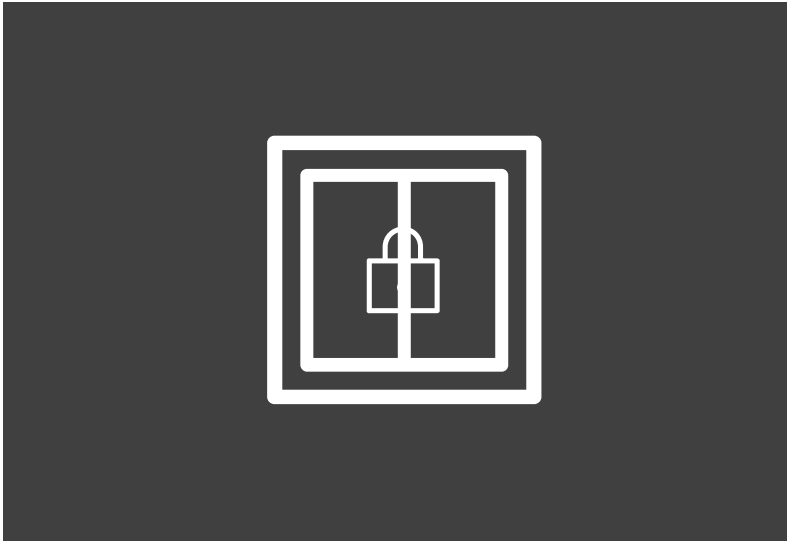
# WINDOWS AND DOORS



# WINDOWS AND DOORS



The windows must not be damaged or missing and must stay open when opened half way



All ground floor windows must have locks

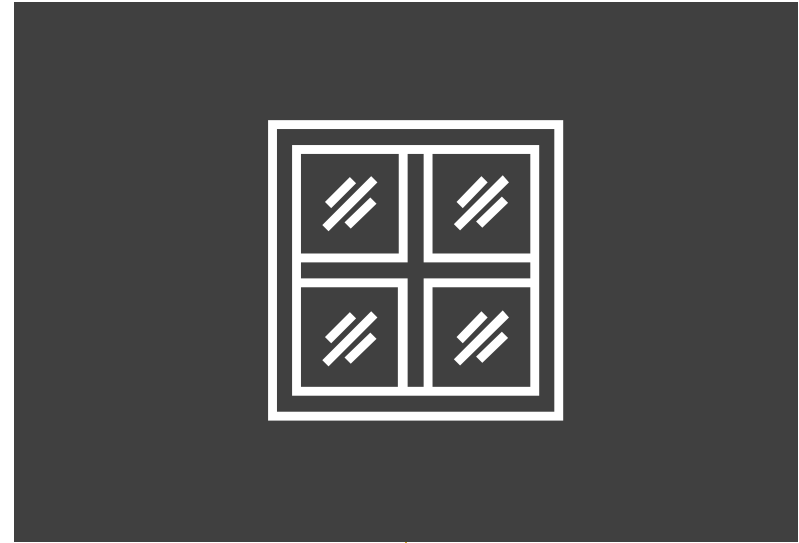




# WINDOWS AND DOORS



All doors leading outside must have locks and deadbolts



All windows must have screens with no holes





# WINDOWS AND DOORS



Window sills  
must be clean



All interior doors must stay  
latched when closed



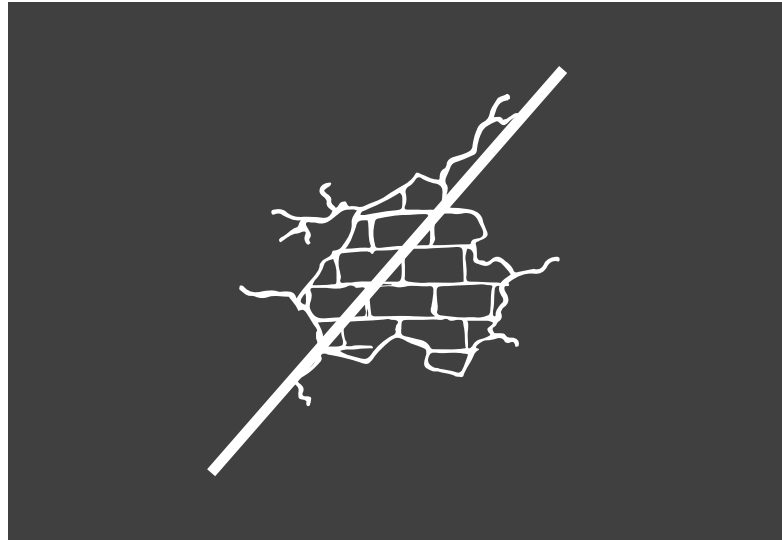


# FLOORING, CEILINGS AND WALLS





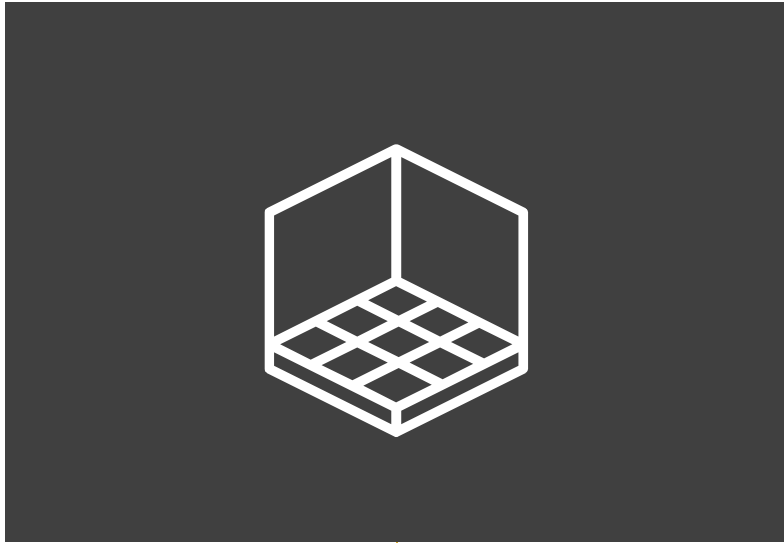
# FLOORING, CEILINGS AND WALLS



The flooring, walls and ceilings must not have any serious defects such as serious bulging, sagging, large cracks, loose surface or other major damages



# FLOORING, CEILINGS AND WALLS



The flooring must not have any serious damages and cracks that will cause someone to trip and fall

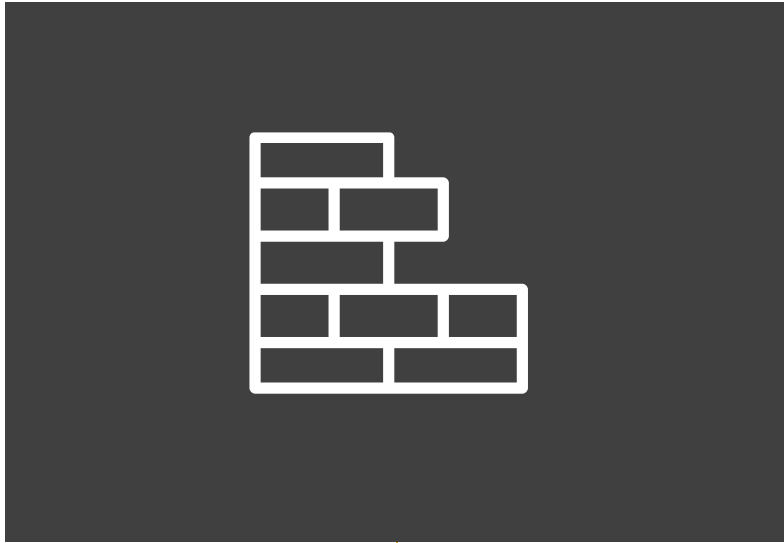


The ceiling and roof must not leak. Stained ceilings are often a tell-tale sign of leakage





# FLOORING, CEILING AND WALLS



The interior walls of the property must not have chipped or peeling paint



Walls must be clean of dirt for the initial inspection (no mid-lease inspections)

A close-up, slightly blurred photograph of a chrome faucet with water flowing from it. The background is a warm, golden-brown color. A dark horizontal band is overlaid across the middle of the image, containing the text.

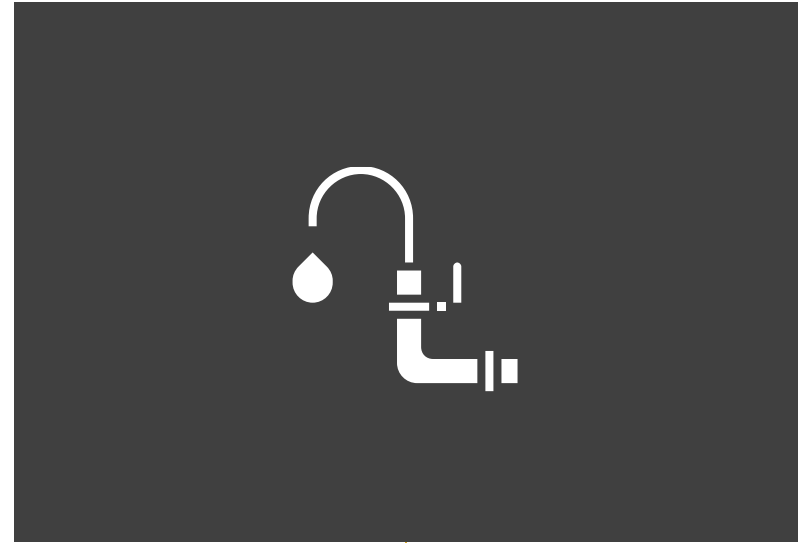
# **PLUMBING AND SANITATION**



# PLUMBING AND SANITATION



The property must have a fixed water basin, flushing toilet and shower/bath tub

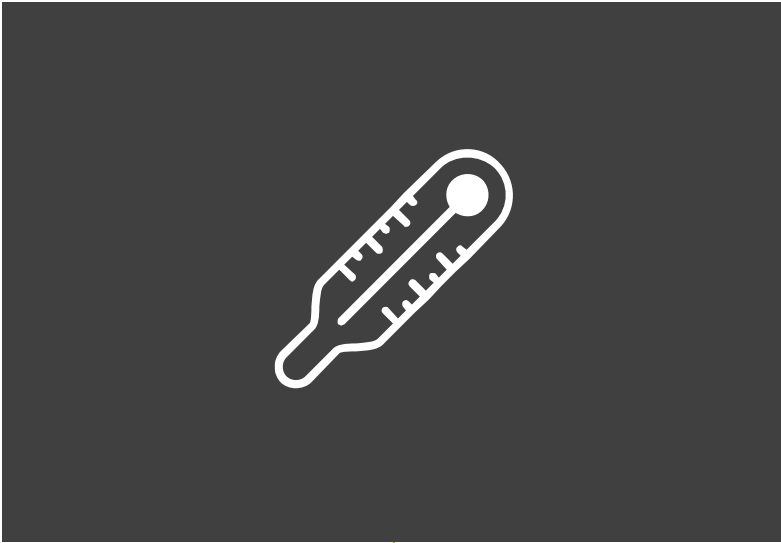


There must be no plumbing or water leaks

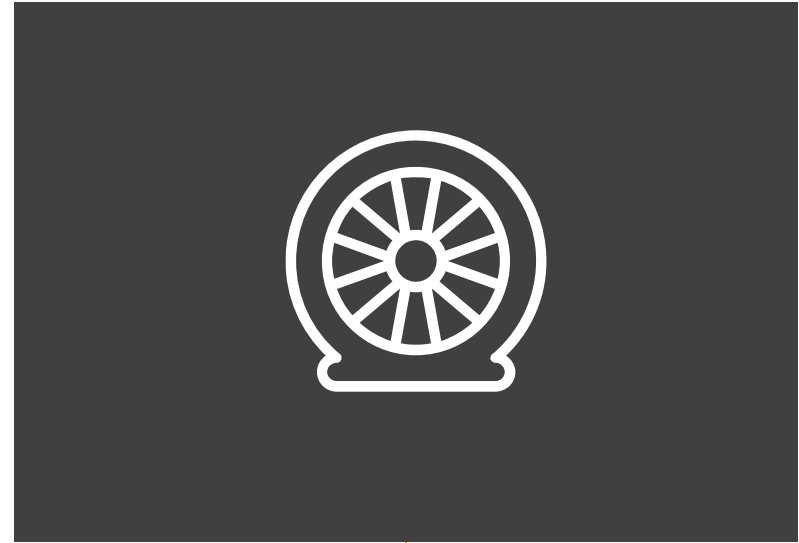




# PLUMBING AND SANITATION



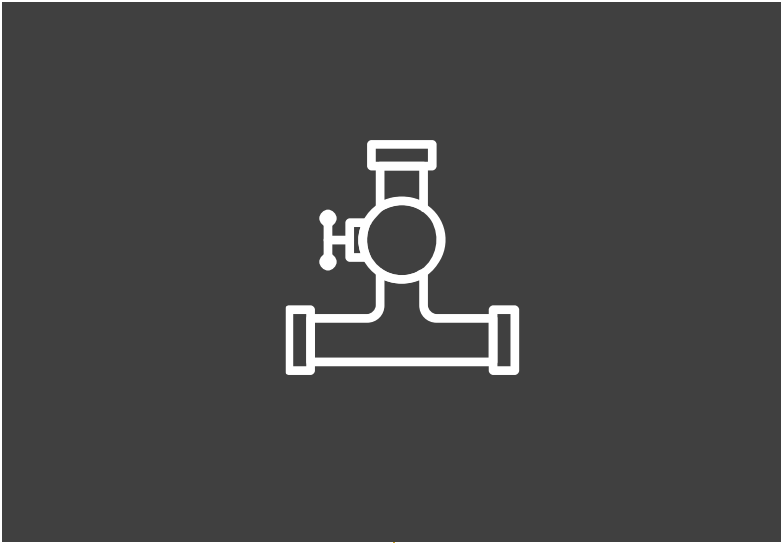
There must be hot and cold running water in both the kitchen and bathroom



The bathroom must have either a window or exhaust fan



# PLUMBING AND SANITATION



Sinks and tubs must  
have stoppers



Toilets must be  
firmly bolted

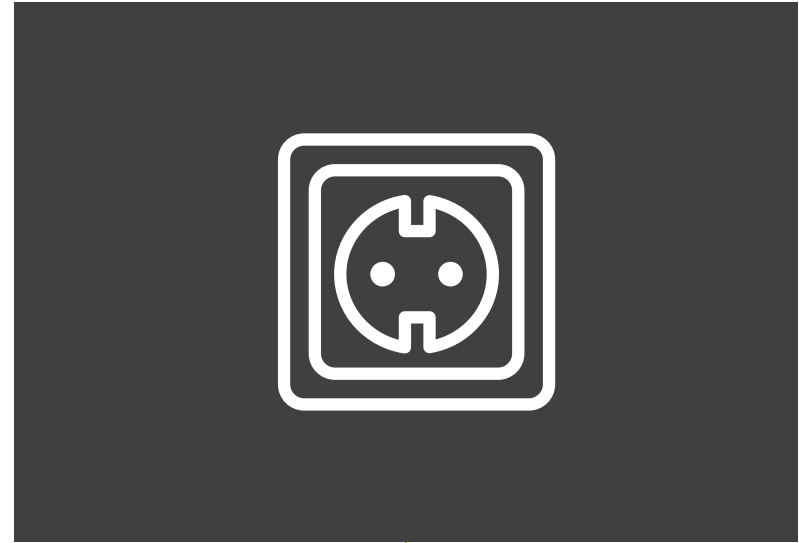
The background of the image is a soft-focus, bokeh-style photograph. It features numerous warm-toned light sources, likely incandescent or LED bulbs, which appear as out-of-focus circles of light in shades of yellow, orange, and gold. Some of these lights are in the foreground, while others are scattered throughout the background. On the right side of the image, there is a vertical element that looks like a window or a glass partition, showing a blurred view of the outdoors with some greenery and a building. The overall atmosphere is cozy and inviting.

# **LIGHTING AND ELECTRICAL FIXTURES**



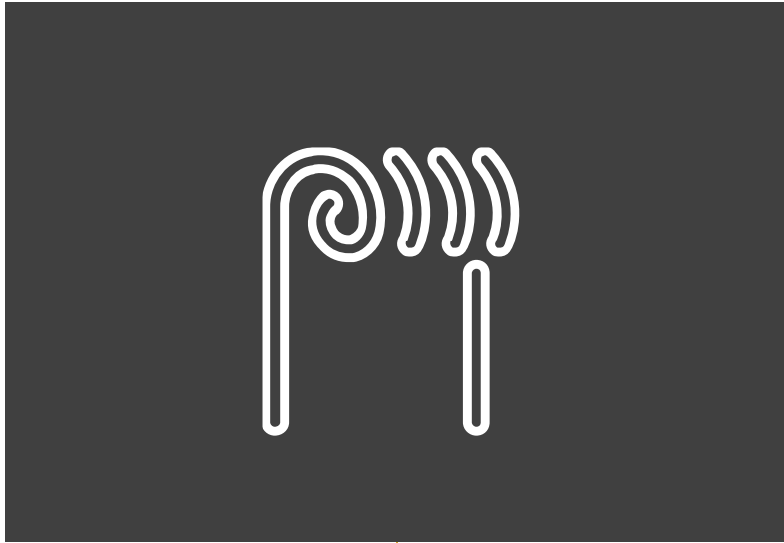


There must be at least 1 working light each in the kitchen and bathroom



All electrical outlets must be working and come with cover plates

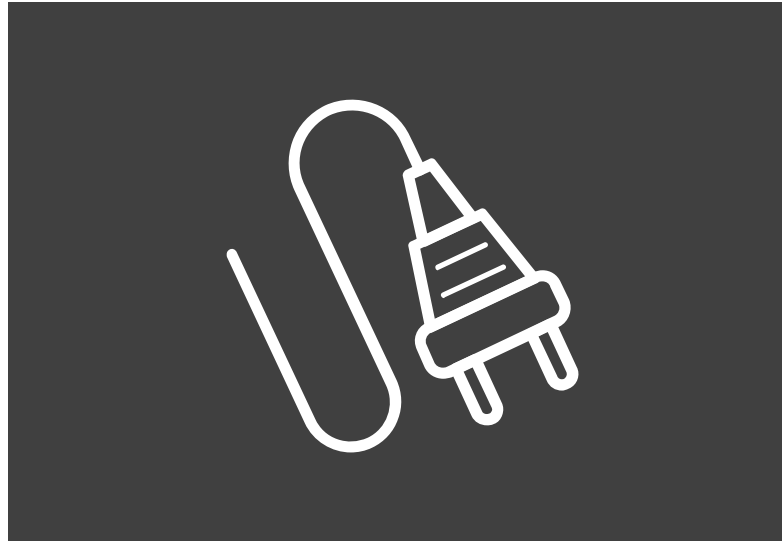
# ▶ LIGHTING AND ELECTRICAL FIXTURES



There must be a working heating system for the property



Exterior light bulbs must be covered by a globe.



All three prong plugs must be grounded. If no, simply replace with a 2 prong plug.

The background image shows a fire alarm pull station mounted on a wall. The pull station is circular with a central dial and a handle. The dial has the letters 'SRI' and 'AUTOMATIC' visible. Below the pull station, a fire extinguisher is visible on the floor. The scene is dimly lit, and the overall color palette is warm and muted.

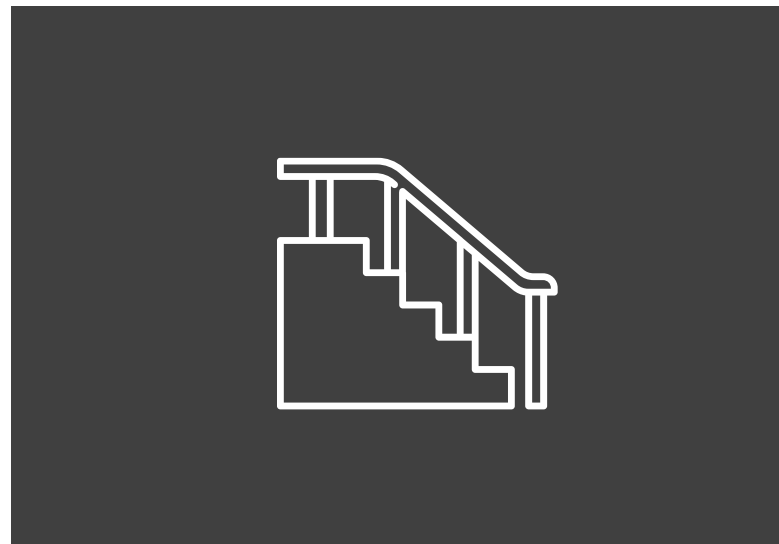
# STRUCTURAL AND FIRE SAFETY



# STRUCTURAL AND FIRE SAFETY



There must be a working smoke detector in every bedroom and on every story of the property



All stairs and railings must be secure



If you own a rental building - The walkways, porches, lifts and other common areas have to be properly maintained to avoid tenant injury.

See more at: <http://www.propertydo.com/section-8-inspection.html#sthash.Fbrexq3F.dpuf>



**Voucher**  
Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0169  
(Exp. 04/30/2016)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurance of confidentiality are not provided under this collection. This collection of information is authorized under Section 5 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 5 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

**Please read entire document before completing form**  
Fill in all blanks below. Type or print clearly.

<p>1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)</p> <p>2. Date Voucher issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.</p> <p>3. Date Voucher Expires (mm/dd/yyyy) Insert date 360 days after date Voucher is issued. (See Section 6 of this form.)</p> <p>4. Date Extension Expires (mm/dd/yyyy) (See Section 6. of this form.)</p>	<p>Voucher Number</p> <p>1. Unit Size</p> <p>2. Issue Date (mm/dd/yyyy)</p> <p>3. Expiration Date (mm/dd/yyyy)</p> <p>4. Date Extension Expires (mm/dd/yyyy)</p>
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5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
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7. Name of Public Housing Agency (PHA)

8. Name and Title of PHA Office	9. Signature of PHA Office	Date Signed (mm/dd/yyyy)
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**1. Housing Choice Voucher Program**

A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

**2. Voucher**

A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.

C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

Previous edition obsolete      Page 1 of 3      Form HUD-52646 (04/2015)  
ref. Handbook 7420.6





# THANK YOU

Presented By:  
**Patti Robertson**

