

## HOUSING AUTHORITY OF SNOHOMISH COUNTY

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### HOUSING CHOICE VOUCHER PROGRAM PROSPECTIVE OWNER INFORMATION SHEET

#### About Housing Authority of Snohomish County (HASCO)

- **Vision Statement:** We envision a future where all Snohomish County residents have safe and affordable housing. Where community becomes opportunity and where housing becomes a home.
- **Mission Statement:** Our mission is to meet the diverse needs of Snohomish County residents by expanding housing opportunities that promote stability, strengthen community and provide affordability.
- **HASCO provides families and individuals with affordable housing.**

HASCO was established in 1971 to provide affordable housing, enhance quality of life, and build safer and stronger communities. Guided by a six-member board of commissioners and staffed by 75, HASCO owns and manages more than 2000 units of subsidized and affordable housing. HASCO also directs dozens of innovative programs that enhance the quality of people's lives and creates a more strongly knit community.

Today state and local governments are taking the lead for meeting the housing needs of their communities. In recognition of declining federal funds and an affordable housing stock that is not growing fast enough to meet the needs of Snohomish County citizens, HASCO has moved beyond its original mission of serving very low income households to also assist working families who are affected by stagnant wages and increasing housing costs.
- **HASCO enhances quality of life.**

A roof and four walls is just one of the necessary elements toward nurturing healthy, self-sufficient families. Empowering people with the necessary skills to keep a roof over their heads is critically important, as well. HASCO partners with social service agencies throughout the county to offer skills families need to thrive.

#### What is the Housing Choice Voucher Program?

The Housing Choice Voucher Program (Program) is a rental subsidy program funded by the Federal Department of Housing and Urban Development (HUD) and administered by HASCO. Tenants participating in the Program receive a rental subsidy that allows them to access more affordable housing opportunities. The amount of rental subsidy the tenant receives is determined by their income and family circumstances. Under this program, HASCO pays the tenant's rental subsidy directly to you, and the tenant pays you a portion that they can afford. The main benefit to participating in this program is that HASCO pays you directly each month so long as the tenant remains in the HCV Program. However, you must follow the rules and regulations of the Program, some of which are explained below.

#### How does the tenant get approved for the program?

HASCO screens tenants for Program eligibility only. HASCO can provide you with the name of the tenant's previous landlord, current landlord, and current address (if known) but we do not screen tenants for their reliability as a renter. You are encouraged to screen the tenant to determine if they are acceptable per your standards without discrimination (See the section below, "Fair Housing: Landlord Responsibilities").

### **How does my unit get approved for the program?**

Once you've approved the tenant to rent your unit you must complete a Request for Tenancy Approval Form (RFTA) which the tenant will provide to you. Either you or the tenant can submit the RFTA to HASCO. HASCO will contact you to schedule an inspection within 10 days of receipt and approving the RFTA. The purpose of the inspection is to determine if your unit meets HUD's Housing Quality Standards (HQS) and if the rent you are requesting is reasonable. HASCO is unable to apply the subsidy to the unit until it passes the inspection.

- Your tenant has an HQS sheet outlining the items our inspectors look at. If the unit fails the first inspection, you will have up to 30 days to fix the failed items. If the unit fails a second time, HASCO cannot approve your unit for the program.
- Reasonable rent is determined by rents charged for similar units in the area your unit is located in. You may not charge a higher rent for your unit that you charge for any similar unit that you own (i.e. in an apartment complex) and the rent must be within limits set by HUD. If HASCO determines that the rent you've requested is unreasonable, the tenant may rent the home without assistance or you can agree to lower the rent. It is illegal for you and the tenant to agree to an additional rent payment outside of what HASCO has approved.

### **Once the tenant moves in, how do I receive a damage deposit? How do I receive my rent portion?**

HASCO does not provide any monetary assistance for damage deposits, and neither sets the amount of the damage deposit nor determines if it is reasonable. The amount collected may not be more than what is collected for any other unit or by any other tenant. You also may not ask for last month's rent because a payment from HASCO is guaranteed. When the tenant moves in you will be sent a Housing Assistance Payment (HAP) contract to sign. If you would like to review a copy of the HAP contract, you may download one from our website at [www.hasco.org](http://www.hasco.org). The HAP contract further explains the rules and regulations of the program. You are responsible for returning a signed contract and a copy of the lease signed by you and the tenant to HASCO. Once HASCO receives the signed contract and lease, we will release a payment to you. You can elect to have the rental payment directly deposited into a bank account of your choice; a direct deposit form will be included with the signed contracts.

We can only send rent checks twice a month; generally, the checks are issued on the 1<sup>st</sup> and 16<sup>th</sup> of each month. Please note there may be a delay between when we lease the tenant up and when you receive your first rent portion. The tenant is responsible for paying their portion of the rent directly to you, per the terms of the lease.

### **What type of lease should be used? Are there any special clauses that need to be added to the lease? Are there any restrictions if I wish to terminate the tenant's lease?**

You are responsible for preparing the lease and sending a copy of the signed lease to HASCO. You need to make sure the lease contains:

1. Names (Your name, tenant name, names of any adult occupants)
2. Unit address
3. Effective date the agreement begins
4. Rent amount
5. Utilities provided by the owner, and utilities provided by the tenant
6. Lease term (The lease may be any term but the initial term cannot exceed 365 days, and must end on the last day of the final month of the term).
7. Anything else you require
8. Signatures by you and the tenant

Whichever form of lease you choose to use, it must incorporate the [Tenancy Addendum](#) prepared by HUD. The Tenancy Addendum includes provisions related to termination of tenancy. We encourage you to seek legal counsel if you have any questions related to those provisions.

## What are my responsibilities as a landlord participating in the HCV program?

- **Lease enforcement.** You are responsible for enforcing the terms of the lease, as you would with any other tenant. If the tenant is violating the terms of the lease you should provide us with any copies of 3-day or 10-day notices. A violation of the lease is a violation of our program rules and may impact the tenant's access to assistance.
- **Notification of changes in rent or lease terms.** If you wish to increase the contract rent or change the responsibility for utility cost, you must notify HASCO at least 60 days prior to the date you wish the change in rent to occur.
- **Notification if tenant vacates or is evicted.** You must notify HASCO if the tenant vacates or is evicted from the unit.
- **Notification of change of your address, phone number, or change of owner.** You must provide us with updated information if you change your mailing address or phone number. If you sell the property, you must notify us with the new owner's information.
- **Abide by Fair Housing Non-Discrimination Laws.** See section below, "Fair Housing: Landlord Responsibilities," to review non-discriminatory requirements for Washington State landlords under the Fair Housing Act and Washington State Law.

## Where can I get more information?

For more information about the HCV program, working with HASCO, or locating forms, visit [www.hasco.org](http://www.hasco.org). The Landlord Info menu at the top of the screen includes the following:

- **Section 8 Assistance** - a brief overview of the HCV program
- **Landlord Forms** – Links to the forms Landlords use
- **Prepping for an Inspection** – Information about the inspection process and links to related resources
- **Frequently Asked Questions** – Answers to questions frequently asked by landlords

# Fair Housing: Landlord Responsibilities

As a Washington State landlord, you are prohibited from discriminating against tenants and prospective tenants that belong to any of the following categories (called “protected classes”).

The [Fair Housing Act](#) (federal law) prohibits discrimination in housing because of:

- Race or color
- National origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

In addition, Washington State Law also prohibits discrimination in housing against the following additional protected classes:

- Sexual orientation and gender identity
- Marital status
- Military/Veteran status (including any individual using of a HUD-VASH voucher)
- Source of income (including Housing Choice Vouchers, Social Security, and veteran benefits)<sup>1</sup>

The following are examples of actions that are discriminatory if they are based on a tenant or prospective tenant being a member of one of the protected classes listed above:

- Misrepresenting the availability of a unit
- Offering different lease terms and conditions
- Applying of lease enforcement or eviction policies differently
- Advertising a preference for certain kinds of tenants
- Applying more burdensome rental criteria
- Steering tenants towards certain kinds of housing
- Asking about physical disability and selecting unit type (however, accommodating someone’s request for an accessible unit is not discrimination)
- Failing to provide reasonable accommodations to a person with a disability, including:
  - Denying a request to make a reasonable modification to a unit
  - Denying a service animal
- Retaliating against a tenant who asserts their fair housing rights or makes a claim

## Additional Resources:

- For more information about discriminatory practices, see “Understanding Fair Housing Laws:” <https://tenantsunion.org/en/rights/understanding-fair-housing-laws>
- For more information about the kinds of Reasonable Accommodations landlords should expect to make for disabled tenants, see HUD.gov’s information page: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/ReasonableAccommodations15](https://www.hud.gov/program_offices/fair_housing_equal_opp/ReasonableAccommodations15)

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<sup>1</sup> Starting September 30, 2018, per House Bill 2578, landlords may not discriminate against a tenant based on their source of income.