



# Housing Choice Voucher (HCV) Owner Meeting

October 28, 2015



# Welcome and Introductions

Nakesia Hunter

Owner Services Specialist



## NMA Team

- Steven Rosario, Program Director
- Deonna Wheeler, Program Support Manager
- Medina Johnson, Case Management Manager
  - Jamaal Williams, Intake-Moves Manager





## NMA Over View



- Over 33 years in the Affordable Housing Industry
- Number one provider of Program Management services
  - Work with 95% of housing agencies annually
- Provides Technological tools, Consulting, Inspections and Certification Training
- Our Values— Customer Service, Integrity, Quality and Performance Excellence

# Rent Increases

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Will Trotter

Case Management Supervisor



# Rent Increases

## Rent Adjustment Eligibility and Timeline

- An Owner may request an adjustment to the contract rent 60 days prior to anniversary date of the HAP contract, in writing, to the PHCD using form “Request for Rent Increase /Decrease”
- Rent increase will be granted only one time per calendar year
- The rent will only be increased for HAP covering months commencing on the latter of:
  - the first day of the first month commencing on or after the contract anniversary date or
  - a minimum of 60 days after the request is received

# Rent Increases

## Rent Adjustment Eligibility and Timeline

- We will not grant a rent increase unless the owner has complied with obligations under the HAP contract, including compliance with HQS inspections for all contract units
- We reserve the right to suspend consideration of rent increase request, dependant on available funding provided for the Housing Choice Voucher Program by HUD



**REQUEST FOR RENT INCREASE / DECREASE**

**1. TO BE COMPLETED BY PROPERTY OWNER (PLEASE PRINT OR TYPE)**

Tenant's Name \_\_\_\_\_  
Rental unit address \_\_\_\_\_ Unit # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone # \_\_\_\_\_ MDHCV Client # (if known) \_\_\_\_\_  
Owner's Name \_\_\_\_\_ TIN or SSN \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Cell \_\_\_\_\_ Email \_\_\_\_\_ Vendor # \_\_\_\_\_

I am hereby requesting (a) rent increase or (b) decrease on the above rental unit based on the following justification. (In the space below highlight any improvements made to the property, added amenities, etc. Please provide requested overall unit characteristics and amenities below. Do not list maintenance items caused by regular wear and tear.)

(Please check one of the following) ☐ Rent Increase ☐ Rent Decrease

HAP Contract Anniversary Date \_\_\_\_\_ Current Rent \_\_\_\_\_ Requested Rent \_\_\_\_\_ Proposed Effective Date \_\_\_\_\_

**GENERAL UNIT INFORMATION**

No. Bedrooms \_\_\_\_\_ No. Bathrooms \_\_\_\_\_ Full ☐ 1/2 Unit Size \_\_\_\_\_ square feet

BUILDING TYPE \_\_\_\_\_ Check here if Condo ☐

☐ Single Family Detached ☐ Duplex/Triplex/Fourplex ☐ Rowhouse/Townhouse ☐ Manufactured ☐ High Rise

☐ Low Rise (including garden/walkup) ☐ Single Room Occupancy ☐ Independent Group Residence

**AMENITIES AND SERVICES INCLUDED IN RENT**

☐ Garbage Disposal ☐ Stove ☐ Dishwasher ☐ Pool  
☐ Pest Control ☐ Refrigerator ☐ Lawn Care ☐ W/D Hookups  
☐ Washer/Dryer in Unit ☐ Washer/Dryer in Complex ☐ Ceiling Fans ☐ Microwave  
☐ Gated Community ☐ Central Air ☐ Window/Wall A/C Unit  
Heat Source  
☐ Central Air ☐ Heat Pump ☐ Window/Wall ☐ Space

1. The cost of amenities can be included in the requested rent amount. These amenities will be taken into consideration for making the rent determination. The tenant cannot be charged a separate fee for these amenities if they are included in the rent. **The tenant should not enter into any additional agreement for these amenities.** If the rent determination shows that the tenant does not have enough income to support the rent plus amenities, the rent request will be denied.
2. Tenants can choose to pay for an amenity on their own so long as the cost of the amenity is not part of the rent. Any agreement signed by the tenant for amenities must have the same termination date as the lease and cannot state that the fee is considered additional rent. This agreement must be disclosed to the HCV program. The HCV program does not assume responsibility for failure of tenant to comply with any provision of the amenities agreement. **Tenant is advised to carefully consider the burden of an additional expense before entering into an agreement.**

**PARKING**

☐ \_\_\_\_\_ Car Carport ☐ Assigned ☐ \_\_\_\_\_ Car Garage ☐ Street ☐ Unassigned ☐ None  
☐ Driveway ☐ Open ☐ Covered

**EXTERIOR**

☐ Balcony ☐ Patio ☐ Deck ☐ Porch

**UNIT QUALITY**

- ☐ A. Newly constructed or completely renovated  
☐ B. Well maintained and/or partially renovated  
☐ C. Adequate, but some repairs may be needed soon

To the best of my knowledge the information above is correct.

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

**2. TO BE COMPLETED BY TENANT**

I understand that due to the above rent increase/decrease requested by the owner, my rent may be adjusted higher or lower. This is in addition to other adjustments due to changes in income and/or family composition reported at my annual recertification.

Tenant's Signature \_\_\_\_\_

Date \_\_\_\_\_

**3. IMPORTANT NOTICE**

- Owners should review the area rental market prior to requesting an adjustment to the contract rent. The rent reasonableness analysis to be conducted by MDHCV may yield results equal, higher, or lower than the current contract rent.
- MDHCV may limit and/or deny rent increase requests due to funding availability or restrictions.
- Request for rent increases must be requested at least 60 days before the anniversary of the lease for the new rent to be effective on the anniversary date. A late request will be processed, but will be effective on the first of the month 60 days subsequent to the request date, and will not be applied retroactively.
- MDHCV may require Owners of multi-unit rental projects to provide a rent roll.
- MDHCV shall not grant a rent increase unless the Owner has complied with obligations under the HAP contract, including compliance with the HQS for all contract units.



# Rent Increases

- Section 1:
  1. Tenant's Name, phone number and Rental Unit Information
  2. Owner's Name, phone number and company or personal address.
  3. Unit HAP Anniversary and Current rent, Requested rent and Proposed Effective date
  4. General Unit information (i.e. Bed, bath size, square footage and type of dwelling)

# Rent Increases

- Section 1:
  - 5. Amenities and Services Included in rent
  - 6. Parking type
  - 7. Exterior
  - 8. Unit Quality
  - 9. Owners Signature and date



# Rent Increases

- Section 2:
  1. Tenant Signature and date

It is extremely important that Rent Increase Request form be completed by owner, and must be sign and dated by both owner and tenant for the request to be honored.

# Rent Increases

## Determining Rent Reasonableness

- Gosection8.com will be used to ensure rents are reasonable as compared to other market rate units and that rents for HCV tenants are aligned with the local market
- To obtain a copy of the Request for Rent Increase/Decrease form online you could access the miamidade.gov website at the following address under forms
- <http://www.miamidade.gov/housing/housing-choice-voucher.asp>



# Request For Tenancy Approval (RFTA) Process

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Jamaal Williams  
Intake/Moves Manager



# Intake Department

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- COD Process
- New Shopping Range Worksheet (David)
- New Admission Update



# New Admission Special Project

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## Current State

Leased Up 14,000

Vouchers Issued 1,650

New Admission Lease Ups 400

## Future State

Leased Up 15,100

Vouchers Issued 1,700

New Admission Lease Ups 1,300

# Change of Ownership Process & Housing Assistance Payments (HAP)

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Karen Lara

Finance Specialist





## Change of Ownership (COO)/Change of HAP Payee (COHP)

- Change of Ownership can be reported before or after the property has been transferred; we recommend that you inform us prior to the transfer.
- Change of Ownership packets can be obtained online at <http://www.miamidade.gov/housing/housing-choice-voucher.asp>
- If all documents are not provided, MDHCV will deny partial documents; MDHCV will only receive **complete** and **original** packages (**no** email or Fax copies allowed).
- Change of Ownership takes up to **30 days** to be processed. If turned in before the 15<sup>th</sup> of the month you will receive payment the following month.

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

# Housing Assistance Payments (HAP)

- There is only one check run per month.
- To ensure timely payment, Landlords should complete the Direct Deposit request form.
- If HAP check is not received or lost, a Lost Check Replacement form should be filled out (it takes up to 30 days for a check to be reissued)
- If a unit has failed an inspection and becomes abated, Owner will **NOT** receive payment for the time period the abatement was placed. For additional information regarding abatements for inspections please call [305-434-7211](tel:305-434-7211).
  - **Owners may not request to recoup the abated rent portion from the tenant; HAP contract violation**



## Other Finance Info



- To change or update your address you must complete a Change of Address request, complete a W9 form, and submit copy of ID. Original signature on document required It takes up to 30 days to be processed.
- Inspection notices are **ONLY** sent to Owners (**NOT** payees)
- 1099 Forms (ONLY) obtained at: **PHCD Finance 786-469-4195**
- **MDHCV Finance** (HAP, COO, Portal) info at **305-403-3222**



# Partner Portal

- The Partner Portal is an online tool that allows HCV landlord to review information about their HCV tenants. Information that can be reviewed includes:
  - Review Housing Assistance Payments
  - Review HAP Holds and HAP Abatements
  - Get information and other communications for the HCV program
- To sign up, go to : <https://www.miamidade.gov/PartnerPortal>

**GOsection8.com**

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**Landlord Support**

9:00 a.m. – 8:00 p.m. EST

Help Desk toll free

**866-466-7328**

# Security Deposits, Side Payments, and Evictions

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**Sean Rowley**

Senior Attorney

Legal Services of Greater Miami



# Security Deposits

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- Florida Statute 83.49
  - Must keep deposit in separate account and you cannot commingle it with other funds.
  - In the lease or within 30 days, you must tell the tenant the bank where the deposit is held, and include a statutory disclosure.
- Advance rent must be treated as a deposit
  - If you collect advance rent from a Section 8 tenant (i.e. last month's rent), you must only collect the tenant's portion of the rent.

# Security Deposits

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- When returning deposit, you must follow the notice requirements in Fla. Stat. 83.49(3)
  - If returning all, must do so in 15 days.
  - If you are making claim, you must send notice within 30 days.
  - You cannot charge for normal wear and tear.
- If you withhold the deposit improperly, tenant can sue to recover deposit and attorneys' fees and costs.

# Side Payments

- You can only charge a Section 8 tenant the amount of rent set by Section 8
- It is illegal to demand or accept side payments from the tenant.  
Consequences include:
  - Termination as a landlord for Section 8
  - Liability under the False Claims Act
    - US ex. rel Wade v. DBS Investments
    - Landlord accepted \$4,398 additional rent, court entered judgment of \$35,194 against landlord.
  - Criminal Prosecution for Fraud.



# Evictions

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- Evictions are technical and best to get specific legal advice or representation.
- Tenant cannot be evicted for non-payment of the Housing Assistance Payment from Section 8.
  - Make sure you address all HQS violations.
- Remember it takes time to move using the Section 8 voucher.

# Q & A

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THANK YOU FOR ATTENDING