



Landlords - Frequently Asked Questions

This page answers the most common questions about the Section 8 program. If you have questions about a specific tenant or property, contact the tenant's Occupancy Management Specialist.

How do I rent to people with Section 8 vouchers?

Screen tenants with vouchers the same way you screen other renters. Once you agree to rent to a voucher-holder, all you will need to do is fill out a few forms and make sure the unit passes an RHA inspection. Click [here](#) to learn more about the leasing process. To advertise your property to tenants with vouchers, use the listing tool provided by AffordableHousing.com

How are utilities paid? Should I include utility costs in the rent amount?

Tenants pay utilities based on the terms of the lease. If the rent is reasonable, the rent amount can be higher if you pay for more of the utilities. Separate meters are required if you wish to have the tenant pay for electric, gas, oil, or propane. Water, sewer, and garbage costs may be split among properties if the split is clearly detailed in the lease.

Do you take landlord-paid utilities into account when you calculate rent reasonableness?

Yes.

Can I collect a tenant's part of the rent before the initial inspection?

No. The unit must first pass inspection. RHA will notify you of the exact amount of the tenant's part of the rent after the inspection.

How do I know what a voucher is worth?

RHA's [voucher payment standards](#) define the highest amount we will pay each month to help tenants with rent and utilities. We also give tenants an estimate sheet along with their voucher. This offers a general idea of both their portion and the total contract rent. We determine the actual amount after the property passes inspection.



Can tenants accept concessions?

Yes, but RHA should be a part of concessions that involve money. (For example, one month's free rent will be pro-rated over the 12-month lease term.) A tangible concession, such as a free microwave, goes directly to the tenant.

When do I get paid?

RHA normally issues its first payment one to three weeks after the tenant moves in, due to paperwork processing. After that, we issue payments no later than the fifth working day of the month. You can be paid by check or preferably via EFT (Electronic Funds Transfer.)

Can I raise a tenant's rent after the first 12-month lease ends?

Yes. The process takes three steps:

- You provide 60-day written notice to the tenant and RHA.
- RHA determines if the new rent is reasonable. If you operate a large apartment complex you must provide at least three rent comparables for recently rented, non-Section 8 units.
- RHA calculates the tenant and RHA portions of the rent. We notify you and the tenant of the new amounts in writing within 30 days.

The Housing Authority views rent changes as month-to-month agreements. Signing a new lease is a transaction between you and the tenant.

I'm considering rent increases. The first unit to receive an increase is rented by a Section 8 tenant. Their rent would be higher than the other units. Is this ok?

If the new rent will apply to all tenants, then yes. You may also need to provide rent comparables for similar units in the area when you request an increase. We take these steps to ensure that it is not charged more than market rate. RHA requires 60-day written notice for any rent increase.



Can a tenant transfer to a different unit on the same property?

Yes, but RHA must inspect the new unit before the tenant moves in. The tenant should also contact their Occupancy Management Specialist to set up a moving appointment.

Can a tenant add a roommate to their lease?

Yes, but the person must meet one of four criteria. They must be:

- Related to the head of household by blood.
- Legally adopted, with court custody papers.
- The domestic partner of the head of household.
- Disabled, with verification of their disability status and income.

RHA must approve any person before you add them to the tenant's lease. We will verify their relationship to the tenant and run a background check. RHA will also confirm their income and citizenship. Adding anyone to the lease requires your written approval.

Is there a limit to the amount of time a tenant can stay in the program?

Tenants keep their voucher until one of three things happens:

- They earn enough money to pay the full rent.
- They choose to leave the program.
- RHA terminates them because of violations.

After an inspection, how does RHA decide what I must fix and what the tenant must fix?

RHA tries not to involve itself in these decisions. Instead, you should inform the tenant in writing of the items they must fix and send a copy of the notice to RHA. This allows us to address enforcement with the tenant if needed. You will be notified if RHA does not agree with your decision.



What should I do if a tenant can't pay their rent?

Provide to their Occupancy Management Specialist a copy of any notices served. The specialist can help refer the tenant to other financial options. If the tenant has lost income, they must report the change to RHA. Once verified, we may lower their portion of the rent. This change can happen as soon as the next month.

Does RHA deny tenancy if a tenant can't afford the unit?

Tenants cannot initially move into a unit that costs more than 40 percent of their gross monthly income. If they cannot afford the unit after they move in, RHA encourages them to move to a more affordable unit to prevent eviction. This most often happens when family members move out over time, and the remaining family needs to find a smaller unit.

What can I do if a tenant damages the unit?

You have the right to bill the tenant for damages. If they still live in the unit, RHA will work with you to figure out who pays. We do not cover any costs or repair damage. You are responsible for seeking legal judgment if the damage exceeds normal wear and tear. Depending on the judgment, RHA may terminate the tenant's voucher.

Can I evict a tenant with a voucher?

Yes. You have the same rights with voucher-holders as with other tenants. You can evict a tenant who breaks the terms of their lease, although you must have cause to end the lease during the first year. Cause is not needed if the tenant does not sign a new lease after the first year. You must issue all eviction notices as called for by the lease and local and state law.

Does RHA cover unpaid utility bills after a tenant moves out?

RHA cannot cover unpaid utility bills. However, you should notify us if the tenant has an unpaid balance and has not yet moved out. This allows RHA to enforce payment from the tenant. Tenants who fail to pay their utility bills face possible termination from the program.



If a tenant moves but still owes me money, can they use their voucher again?

It depends. RHA will hold the tenant accountable if you take them to court and receive a judgment. We may also terminate tenants from the program for serious or repeated lease violations. Unpaid rent or utilities are the two violations that most often lead to eviction.

Do evicted tenants lose their voucher? If so, for how long?

Yes. Tenants terminated from the program for lease violations cannot apply for another voucher for one to five years. The exact amount of time depends on the nature of the violations.

Does RHA hold tenants accountable for honoring court judgments?

RHA has limited ability to help with the collection of money owed. However, we will terminate a voucher for damages beyond normal wear and tear. RHA also terminates vouchers for lease violations or unpaid utility bills.

Will I violate tenant privacy laws by reporting possible fraud or criminal activity?

No. Tenants have an obligation to follow program rules. If lease violations occur, serve the tenant a 10-day notice to comply. Send a copy of this notice to RHA so that we can follow-up with a meeting, a warning, or an investigation.

Can I sell my unit if there is a Section 8 tenant in place?

Yes. However, prior to the sale, you must disclose the presence of the Section 8 tenant to the new owner. If the tenant has lived in the unit for less than 12 months, the new owner must continue the lease with the tenant through the end of the 12-month term. If the sale takes place after the first 12 months, the new owner may ask the tenant to vacate the property. Proper notice procedures to the tenant must be observed. Of course, the new owner is welcome to continue renting to the tenant.

Contact hcvteam@rentonhousing.org for additional questions.