

## Section 8 Housing Choice Voucher (HCV) Landlord FAQs

**Q. My Tenant has not paid rent. What do I do?**

A. You will need to serve the tenant with a Three Day Notice of Non-Payment of Rent. If they do not pay you in full within those three weekdays, (the third day cannot be on a weekend day or a state holiday) then you need to file a *Petition for Restitution* with the Bernalillo County Metropolitan Court and provide AHA with any correspondence giving to tenant.

**Q. What happens after I file the Petition?**

A. You will need to have the paperwork given to you by the Clerk served by either the sheriff or a process server. You will be given a court date (usually 10 to 14 days after the papers are filed) and then you will need to appear in court on that day with your file and all documentation. If the judge finds in your favor, he or she will issue a Judgment for Restitution and will give the tenant between 3 and 7 days to move out (3 if there are no children in the unit).

**Q. What happens if my tenant does not move out even after I have a judgment against him/her?**

A. You will need to go back to Bernalillo County Metropolitan Court where you filed your Petition for Restitution and ask them for a Writ of Restitution. You then take the Writ to the County Sheriff's Department, pay \$40.00 and they will come out within 24 to 48 hours and evict the tenant from the apartment. You will need to be present for the eviction.

**Q. My Tenant has moved out and there are items left in the apartment. What do I do with them?**

A. If the Tenant was locked out by the sheriff in an eviction, then you hold the items for three (3) days before you can legally dispose of the items. If the Tenant moved on their own and left items, you will need to store them for thirty (30) days and then after those 30 days keep a record of how you disposed of the items.

**Q. My Tenant has not paid rent, can I change the locks and lock the tenant out?**

A. No. The Uniform Owner Resident Relations Act (§47-8-1 thru §47-8-52, NMSA 1978) does not allow for lock-outs unless the landlord has gone through the eviction process and the sheriff is present.

**Q. I have a Tenant who is constantly breaking the rules, can I kick him out?**

A. Your first step will be to serve a Seven Day Notice of Non-Compliance. In this written notice, you will need to explain the problem in detail and what you expect the tenant to do to correct this problem. The Tenant will then have seven (7) days to correct the problem. If the problem is not corrected in seven days, you can then serve a second Seven Day Notice which means that the tenant will have to move out within seven days. If the tenant does not move, then you will need to go to court. Before going to court on a seven day notice, you will need to make sure that you have witnesses lined up to support your claims on non-compliance. Written statements and/or receipts showing repairs will not be accepted by the judge. You must have actual witnesses present at the hearing. This is so that they can be cross-examined by the tenant or tenant's attorney, and is therefore required by the Rules of Civil Procedure.

**Q. My Tenants' lease is up and I do not want to renew it, do I have to give them a reason?**

A. No, the Uniform Owner Resident Relations Act does not require that you give a reason for non-renewal of a rental agreement, just as your Tenant does not have to give you a reason when they turn in their notice.

**Q. As the Landlord of the Property, do I have a right to enter my unit?**

A. Yes, as long as you give the tenant twenty-four (24) hour written notice of your intent to enter and your reason for entry. The only time you do not need a 24 hour notice is in the event of an emergency in the unit.

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**Q. How can I help my unit to pass inspection the first time?**

A. A list of helpful tips for landlords in preparing for inspections are listed in the AHA Landlord Handbook which is available upon request. The tenants are also issued the "A Good Place to Live" handbook during their briefing with tips for maintenance.

**Q. How can I tell if my unit is eligible for the Housing Choice Voucher Program?**

A. Any type of housing may be rented - apartments, houses, duplexes, row houses etc – as long as the unit is located within AHA's jurisdiction, meets HUD Housing Quality Standards, qualifies as an eligible type, and the rent is reasonable for the size, type, and location of unit.

**Q. Why was my rent abated? (not paid in full)**

A. The AHA is required to inspect units at least annually. Rent is abated (stopped or not paid in full) when the repairs are not completed by the re-inspection deadline date. The unit will be taken out of abatement if it passes inspection and payments will resume the day after the unit passes inspection.

**Q. I didn't receive a payment this month, why not?**

A. There could be several reasons why you did not receive a payment this month. If the unit is in abatement (failed inspection) payments are stopped until repairs are made, and the unit passes inspection. If your tenant has had a recent re-certification his/her income may have increased to a level where he/she is no longer eligible for Housing Assistance payments and they are responsible for paying the total Contract Rent. If this is the case, you will receive a letter from the housing specialist regarding the changes. Also, you should receive notification in writing of why your payment was stopped prior to it being effective. If AHA receives a Notice to Vacate from the landlord or tenant, no payment will be made to the landlord after that date. If you have questions about your payments, please contact the housing specialist that handles your tenant's case.

**Q. What are some of the Benefits of Being a Section 8/Housing Choice Voucher Landlord?**

A: There are numerous benefits:

- You select your own tenant(s)
- You are encouraged to screen tenants.
- You are not required to rent to a household that does not meet your screening requirements, as long as you do not violate anti-discrimination laws.
- Quality Housing: AHA conducts an initial property inspection, annual inspections and special inspections upon the request of the landlord or tenant. Along with the landlord's periodic checks, these inspections help insure that the property is well maintained.
- Guaranteed Monthly Housing Assistance Payments: The portion of rent paid by AHA is paid to the landlord.
- Reduced Amount of paperwork: AHA prepares all Housing Assistance Payment (HAP) contracts. You complete the Request for Tenancy Approval forms and provide the executed lease. Most of the required paperwork is prepared by AHA.

**Q. What are my rights and responsibilities as a landlord?**

A. You have the same rights and responsibilities in the Housing Choice Voucher program as you have with any open market renter, including:

- Must maintain your property in good condition.
- Must complete all necessary repairs within a reasonable amount of time upon request by the Housing Authority or tenant, including all 24 hour emergency items. The amount of time that is considered reasonable depends upon the nature of the problem. Usually 14 days or any approved extension by the Housing Authority.

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- Should set reasonable rules about the use of unit and common areas.
- Except for emergencies or tenant's requested repairs, may not enter a unit without tenant's permission and/or proper notice.
- May collect appropriate security deposit as directed under the program and use it only in accordance with local and state law.
- Must comply with equal housing opportunity requirements.
- Should enforce tenant obligations under your dwelling lease (be fair, firm and consistent).
- Must provide AHA with any correspondence.
- All evictions must go through the court system.

**Q. What should I expect from Housing Choice Voucher tenants?**

A. You should expect them to:

- Pay their rent on time.
- Keep the unit clean.
- Maintain exterior of residence and yard.
- Avoid illegal activities by any and all household members and guests.
- Allow Housing Authority Housing Quality Compliance Inspector access to the unit to conduct inspections.
- Permit landlord and designated repairmen access to the unit for repairs.
- Avoid damage to property by household members and guests.
- Refrain from disturbing others (respecting the right to peaceful enjoyment by their neighbors).
- Allow only those occupants on the lease to reside in the unit.
- Comply with terms and conditions of the dwelling lease and tenancy addendum.

**Q. Does the household pay for utilities?**

A. Yes, unless the landlord includes utilities in the rent. The landlord decides which utilities they will provide as a part of the rent and which utilities the household will be responsible for. Utility service, including water, must be on at the time of the move-in inspection. Utilities that the Section 8 participant pays for cannot be master metered or shared with another unit or common area. If a household is responsible for paying a utility, AHA generally will credit the household with a utility allowance that lowers their tenant rental share and leaves them with the necessary money to assist with utility cost.

**Q. What will the inspector be looking for?**

A. The Housing Quality Compliance Inspector will be checking to see if the unit is in compliance with Housing Quality Standards (HQS). These are minimum standards that any unit rented under the Section 8 Housing Choice Voucher Program must meet. Decent, safe, sanitary and in good condition.

**Q. When can I expect my first payment (HAP)?**

A. After the lease and HAP contract have been executed, the contract is processed for payment. Generally, the first payment takes approximately 15 to 30 days. Payments will be made via direct deposit into your savings or checking account each month.

**Q. Who do I call if I have a question or problem with my tenancy?**

A. Each tenant is assigned a housing specialist. Generally, the role of the housing specialist is to handle any matters concerning the household's income, household composition changes and all matters concerning the unit and payments. To find out who your tenants housing specialist is, contact our main office number at (505) 764-3920. If you have questions regarding an upcoming inspection, call the inspector listed on the letter sent by AHA Inspection Department.

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**Q. Is my unit inspected after the initial inspection?**

A. Yes. AHA must inspect all units annually to ensure program compliance. This is generally 60-120 days prior to the contract anniversary date. In addition, in the case of an emergency or complaint by the landlord, tenant, Housing Authority, or general complaint, a special inspection will be conducted.

**Q. Can I cancel the AHA contract if I'm not satisfied?**

A. No. Only AHA can cancel the Housing Assistance Payments (HAP) Contract, and only under qualifying circumstances. A landlord is free to terminate a lease agreement pursuant to the State and local laws. Once the Lease agreement ends, the HAP Contract terminates automatically.

**Q. How do I terminate a lease?**

A. If the landlord wants to terminate the lease, the landlord can only give the tenant a notice *with cause* and with the proper action according to the Uniform Owner-Resident Relations Act (the landlord-tenant law in New Mexico). The landlord and tenant can also mutually agree to terminate the lease via a Mutual Rescission. Note that any eviction attempt without a court order – such as by changing the locks, turning utilities off, or taking possession of the unit under false pretenses – is illegal in New Mexico and will subject the landlord to severe criminal charges and civil penalties.

A landlord may choose not to renew the lease at the end of the lease term. The landlord must give the family a minimum thirty (30) day notice to vacate the unit. Due to the time required to process a family to move, it would be advantageous for the landlord to provide the tenant with sixty (60) days' notice to vacate.

AHA does not conduct move-out inspections. Landlords must conduct their own move-out inspections of the unit.

**Q. How long can I rent to a Housing Choice Voucher household?**

A. The initial lease term is for one year. After the initial term, the lease will automatically convert to a month-to-month lease unless the tenant and landlord renew the lease for another lease term. As long as the household qualifies for HCV.

**Q. What types of housing can someone rent with a Section 8 Housing Choice Voucher?**

A. Section 8 Housing Choice Vouchers can be used to rent houses, duplexes, triplexes, apartments, condominiums, townhouses, mobile homes, and cottages. Other housing types, such as group homes and shared rentals are only available as a reasonable accommodation for people with disabilities.

**Q. Does the landlord have to be present when the inspection occurs?**

A. Landlords must be present for the initial inspection. Landlord do not need to be present at annual inspections. There must be a responsible adult present, age 18 or over, to let the Housing Quality Compliance Inspector into the unit.

**Q. Who is responsible for repairs?**

A. As the landlord, you are responsible for basic maintenance and normal wear and tear of the unit. You must make repairs that are your responsibility within a reasonable amount of time (generally 14 days) or AHA will hold or abate your Housing Assistance Payments. Damages caused by your tenant, members of your tenant's household, or your tenant's guest are the tenant's responsibility.

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**Q. Can a voucher be used to rent from a relative?**

A. No. Housing Choice Voucher holders cannot rent from their immediate relatives. This includes the participant's mother, father, sister, brother, grandparents, grandchildren, step-family, in-laws, or any member of his or her household. A household can rent a unit from a relative as a reasonable accommodation only if the head of household or a member of the household is a person with a disability. The household must show that renting the unit provides a reasonable accommodation. AHA must approve the reasonable accommodation.

**Q. What happens if the tenant damages the unit?**

A. As with any tenancy, repairs for tenant-caused damages are the responsibility of the tenant. AHA does not reimburse the landlord for tenant caused damages. You should collect a security deposit and enforce your lease provision in the same way you would with any other tenants you rent to on the open market. You should seek reimbursement from the tenant for any damage repair costs paid on the tenant's behalf. If the unit does not pass the annual inspection because of something your tenant is responsible for, then your tenant will need to have repairs made within a reasonable amount of time (generally 14 days unless an emergency 24 hour item) or the household will be relocated.

**Q. How do I request a rent increase?**

A. The landlord must submit a written request (fax to 505-764-3981 or 505-764-3919) to both AHA and the tenant 60 to 90 days prior to the recertification date. AHA will consider all relevant factors to determine whether the request is reasonable.

**Q. What are the current utility allowances?**

A. Click to find [Utility Allowances](#)

**Q. What are the current payment standards?**

A. Click to find [Payment Standards](#)

**Q. How much can I charge for a security deposit?**

A. Security Deposits charged by landlords may not exceed those charged to unassisted tenants, or the maximum prescribed by State or local law. For lease-in-place households, responsibility for pre-paid dwelling rent (i.e. first month and last month of rent) is not considered a security deposit issue. In these cases, the landlord should settle the issue of pre-paid rent with the tenant household prior to the beginning of the period of section 8 rental assistance. It is recommended that the landlord include such language and requirement in the lease agreement.

**Q. Can I transfer the lease and contract to a new owner?**

A. The lease and HAP Contract may be transferred to a new property owner. The new owner will need to provide AHA with proof of ownership documentation and all required new owner information in order to begin receiving the Housing Assistance Payments (HAP).

When a real estate is sold / transferred (inherited) and the new owner chooses to assume the lease and HAP Contract, AHA will require some of the following documents:

- Copy of a recorded 'Deed' showing transfer from seller to purchaser; Copy of a recorded 'Real Estate Contract', recorded at the County Clerk's office; Copy of a recorded 'Special Warranty Deed' from a foreclosure case;
- If no warranty deed is available, a signed settlement statement can be used temporarily until a recorded copy of the Warranty Deed is provided as soon as possible;
- Completed IRS Form W-9;

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- Completed and notarized 'Assignment of HAP Contract'; and/or
- Completed RFTA and/or Assignment of Lease.

### **Q. How can I tell if my unit is eligible for the Housing Choice Voucher Program? Or How to Become a Housing Choice Voucher/Section 8 Landlord?**

A. Below is a list of recommended steps:

- The first step in becoming an Albuquerque Housing Authority Housing Choice Voucher landlord is to attend a landlord briefing.
- List your property online with [www.GoSection8.com](http://www.GoSection8.com) or call them at 866-466-7328. Please be advised that listing your property with AHA does not guarantee a renter.
- The landlord interviews, screens and selects a tenant.
- Once the landlord approves the tenant, the landlord and tenant complete the Request for Tenancy Approval (RFTA) package. All paperwork (including all required documents) is returned to the Housing Authority by both the family or the landlord or the landlord only.
- After AHA receives the completed paperwork from either the tenant or the landlord, an inspection is scheduled within 8-10 working days.
- The tenant should not move into the unit until it passes initial inspection and all required paperwork is signed and approved, as AHA will not pay any rent for a unit until the Housing Assistance Payment (HAP) contract is signed by both AHA and the landlord.
- In addition to the Housing Quality Standards (HQS) inspection, AHA will also conduct a rent reasonableness survey to determine if the requested rent amount is reasonable to comparable unassisted units in the same geographical area (AHA will not approve a rental rate that exceeds market rates).
- Once the unit passes the HQS inspection, the rent is deemed "reasonable" and the move-in date is established, the landlord and tenant sign the lease and provide a copy to AHA.
- The Housing Assistance Payment (HAP) contract will be prepared by AHA. Please note a payment will not be made until after both AHA and the landlord sign the HAP contract.
- The landlord and tenant will both be notified in writing regarding how much rent is to be paid by the tenant and how much will be paid by AHA on the family's behalf.

### **Q. What are the terms of the lease?**

A. AHA requires the tenant and landlord to enter into a written lease agreement. AHA must review and approve all leases before the landlord can use their lease for the program. The initial term of the lease must be for 1 year with AHA. The lease will automatically convert to a month-to-month lease unless the tenant and landlord renew the lease for another lease term.

### **Q. Can my unit be inspected in advance so when I find a tenant I can make the process move smoothly?**

A. To avoid any discrepancies at the move-in inspection, AHA created a policy to have both parties present at the move-in inspection so that everyone is in agreement.

### **Q. How do I change my mailing address?**

A. Please submit a new W-9 with the address change. You can contact Lisa at [lgarduno@abqha.org](mailto:lgarduno@abqha.org) or 505-764-3965.