



RentSense

Lease Renewals and the Housing Assistance Payments Contract

Once the lease for a Section 8 participant is executed between the landlord and the tenant (and the unit passes inspection and is determined rent reasonable) IHFA then executes the Housing Assistance Payment (HAP) Contract, which is the document that provides for payment from IHFA to the landlord. If, at any time, the lease terminates (which includes the signing of a separate renewal contract), then the HAP Contract also terminates.

After the initial term of the lease (usually 12 months), the holdover terms (whatever period of time you and your tenant agreed to—month to month, 6 months, etc.) take effect. Those holdover terms do not require and cannot include the signing of new documents and the terms must be included in the initial lease.

The signing of any subsequent leases will void the HAP contract. Any new lease requires a new HAP contract and an inspection. A new lease also requires that the initial term be for one year. Regardless of whether you consider the new documents signed as merely a renewal of the original lease, they actually constitute a new lease and effectively void the HAP contract. If this is done without the knowledge of IHFA, any payments made after the date the subsequent lease was signed must be repaid to IHFA as the HAP contract is null and void.

By informing IHFA in advance of your rent increase and/or your intentions to enter into a new lease with a voucher holder, we can ensure that the necessary paperwork and inspections are completed, which will help to prevent any lapses in housing assistance payments.

Protection For Tenants in Foreclosed Properties



As a participating landlord in the Housing Choice Voucher Program, Idaho Housing and Finance Association (IHFA) would like to remind you of a law enacted on May 20,

2009 called the Protecting Tenants at Foreclosure Act. This Act requires that new owners, who take possession of property through foreclosure (the successor in interest), must take such possession subject to any existing Section 8 leases and Housing Assistance Payments contracts attached to that property. Simply put, this means that renters, including Section 8 voucher holders, have new rights regarding eviction from units that have been foreclosed upon.

The new person or corporation who owns residential property as a result of foreclosure must follow these rules:

- Section 8 tenants who have a lease for a fixed term, such as one year, and the lease has not yet expired, have a right to remain in the unit and cannot be evicted, except for good cause (as outlined in the HUD Tenancy Addendum to the lease), until the end of the lease term.
- If a tenant's lease ends in less than 90 days, the new owner may not evict the tenant without giving a minimum of 90-days notice.

- The new owner wanting the property vacant before they sell it is not good cause for terminating the tenancy or for eviction.
- Please Note: there is one exception to the rule that a tenant may not be evicted during the term of his or her lease due to foreclosure. If the new owner who acquired the property at foreclosure wants to occupy the unit as his or her primary residence, that owner may give a 90-day notice to vacate the home even if the lease runs for longer than 90 days.

We have provided this information as a courtesy to make you aware of this law, which has the potential of impacting both property owners and their tenants. If you have any questions regarding this information, please feel free to contact your local branch office.



Branch Office Contact Information

Twin Falls Branch Office:

844 Washington Street North, Suite 300
Twin Falls, ID 83301
Phone: (208) 734-8531, Toll-free: (866) 234-3435
E-mail: rentalassistance@ihfa.org

Idaho Falls Branch Office:

506 S. Woodruff Avenue, Idaho Falls, ID 83401
Phone: (208) 522-6002, Toll-free: (866) 684-3756
E-mail: rentalassistanceif@ihfa.org

Lewiston Branch Office:

215 Tenth Street, Suite 101, P.O. Box 342
Lewiston, ID 83501
Phone: (208) 743-0251, Toll-free: (866) 566-1727
E-mail: rentalassistancelew@ihfa.org

Coeur d'Alene Branch Office:

610 W. Hubbard, Bay 219, Coeur d'Alene, ID 83814
Phone: (208) 667-3380, Toll-free: (866) 621-2994
E-mail: rentalassistanceceda@ihfa.org



Tenants' personal items can be laundered to remove bed bugs.

RentSense for Section 8 Landlords

Published annually by the Idaho Housing and Finance Association. Comments are welcome. Please contact IHFA Rental Assistance at 1-800-219-2286. Visit our Web site at www.ihfa.org.

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Fair Housing Resources

The following sites provide basic information and educational resources for housing providers, but are not a substitute for expert legal counsel:

Fair Housing Accessibility First!

www.fairhousingfirst.org, (888) 341-7781

Fair Housing Council of Oregon

www.fhco.org, (800) 424-3247

Fair Housing Institute

www.fairhouse.net, (770) 840-7005

Idaho Fair Housing Forum

www.fairhousingforum.org

Intermountain Fair Housing Council

(800) 717-0695

Donate Now to Help the Homeless

Did you know that every \$1 invested in homelessness prevention can save \$7-8 in re-housing a displaced family? Homelessness can result from a complex set of circumstances that require people to choose between food, shelter, and other basic needs. A surprising number of Idahoans are just one illness, accident, or paycheck away from living on the streets. By pooling donations of all sizes the Home Partnership Foundation can provide critical funding to help families in need throughout Idaho.

The Home Partnership Foundation is the state's only housing foundation dedicated to helping people build a strong foundation for their lives through stable, safe, and affordable housing. To learn more, visit www.homepartnershipfoundation.org. You can also call (208) 424-7010, or become a friend on Facebook. There's no place like home, and there's no place for homelessness in Idaho!

HealthSense

Dealing with Bedbugs



If a resident reports an infestation of bed bugs in his or her unit, prepare to inspect the surrounding units right away to make sure the bugs have not spread. A bedbug infestation may or may not be tenant caused, however, do not delay treatment while waiting to determine how the infestation occurred, as the landlord's first responsibility is to have the infested unit treated as soon as possible to prevent the spread of bed bugs to neighboring units.

Regardless of how well your community is maintained, there is a good chance you will eventually have an outbreak of bed bugs. Getting rid of them may require several visits from your pest control professional along with the cooperation of the residents whose homes are infested. A landlord's best tools for dealing with an outbreak of bed bugs are a lease agreement with pest control language and a reputable pest control vendor who has experience dealing with bed bug infestation in multifamily housing.

The Environmental Protection Agency (EPA) recommends getting a pest management professional involved as soon as possible rather than trying to treat the problem yourself. Each pest management company should have instructions for residents on how to prepare the unit for a treatment, including laundering and cleaning.

For more information, visit the EPA website at www.epa.gov.

LegalSense Avoid Fair Housing Discrimination

When was the last time you reviewed your policies, procedures and marketing materials for fair housing compliance? If the answer is "not lately," there's no time like the present. The basic protections of the Fair Housing Act have expanded since it was signed into law in 1968; more importantly, the interpretation and enforcement of the law continue to evolve and vary by state. It's up to you to understand your rights and responsibilities (and those of tenants), scrutinize your practices, and seek expert legal advice before exposing yourself to liability.

Fair Housing can be defined as the *right of all people to be free from discrimination in the rental, sale or financing of housing*. The act covers every individual, since we all belong to one or more protected class (race, color, national origin, religion, sex, disability

and familial status). It helps to think of fair housing as *providing exceptional customer service consistently to all current or prospective tenants and in a manner tailored to their individual needs when required and/or feasible*. It's about ensuring equal access to all aspects of housing; in some cases, it means accommodating persons with disabilities so they may enjoy the essential features of your property.

Landlords generally don't intend to violate the Fair Housing Act, but good intentions are no defense. A complaint doesn't necessarily mean you've done anything wrong, but resolving a complaint in or out of court can be a costly experience. Your best bet is to educate yourself and anyone else who might come into contact with customers, make every effort to comply with the law, and document your actions.



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