

TERMINATING A LEASE OR TERMINATING A TENANT FROM THE PROGRAM

TENANT TERMINATION – After the initial Lease term, the tenant may terminate the lease with 30 days advance written notice to you and the Lansing Housing Commission (LHC).

MUTUAL TERMINATION – Both you and the tenant may agree to terminate the lease. However, the termination must be in writing on the Mutual Lease Termination Agreement form available from the LHC.

LANDLORD TERMINATION – All reasons for termination require that a **Notice to Quit** (eviction notice) be sent to the tenant and a copy to LHC at the same time. You may terminate the lease at any time, but only for the following reasons.

- Serious or repeated violations of the terms and conditions of the lease;
- A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage;
- Criminal drug activity, or alcohol abuse, by family members involving crimes of physical violence to persons or property;
- Violation of Federal, State or local law which imposes obligations on the tenant in connection with the occupancy or use of the dwelling unit and surrounding premises;
- Other good cause – Examples follow, but this list in no way should be considered the only good causes for termination. None of these reasons may be used during the initial lease term.

- Owners desire to utilize the unit for personal or family use, or for a purpose other than a HUD-assisted residential rental unit.
- Business or economic reasons such as sale of the property, renovation of the unit, or desire to rent the unit at a higher rental rate.

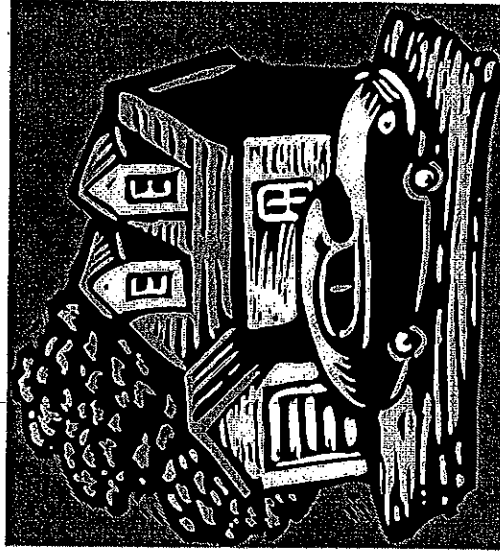
**LANDLORD
GUIDELINES**

**FOR SECTION 8
HOUSING CHOICE
VOUCHER PROGRAM**

Lansing Housing Commission
419 Cherry St
Lansing, MI 48933
www.Lanshc.org

HCV Department

517-827-0739
517-487-0242
517-827-0740
517-853-3069
517-853-3071



Section 8 Housing Choice Voucher Program

The Section 8 Housing Choice Voucher Program is a federally funded program is a federally funded program, which provides money to help eligible individuals, and families pay their rent.

TENANT SELECTION - The PHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy.

PROGRAM REQUIREMENTS

CONTRACT - LHC will enter into a contract with you. The contract is LHC's pledge to pay rent on behalf of the Section 8 participant.

LEASE - You are required to provide a lease that is consistent with all state and local laws, and the Housing Assistance Payments (HAP) Contract.

LHC is not a party to the lease agreement. The lease must specify what utilities are provided or paid for by the tenant and the owner. The Lease must also specify what appliances are to be provided by the tenant and the owner. The Department of Housing and Urban Development (HUD) Tenancy Addendum provided by the LHC must be attached as part of the Lease Agreement. A copy of the signed Lease Agreement must be submitted to LHC.

SECURITY DEPOSIT - You may collect a security deposit from the tenant. The security deposit cannot exceed one and one-half month's rent. For an in-place tenant, an original deposit in excess of the above amount may be retained.

INSPECTION - The unit will be inspected by LHC and must comply with HUD's minimum Housing Quality Standards (HQS). You are responsible for any repairs required to keep the unit in compliance with HQS. The inspection does not have to comply with local or state laws, ordinances, or codes. Required repairs must be made in order for LHC to make rental payments.

MONTHLY RENT - You are responsible for collecting the tenant's portion of the monthly rent. You and the tenant will determine the monthly rent. However:

- The tenant cannot pay more than 40 percent of their gross income toward rent during the initial term, and
- The monthly rent cannot exceed the reasonable rent as determined by LHC.
- Assuming the monthly rent is reasonable, LHC will contract for payment of the remaining amount.

RESIDENCE - The landlord cannot occupy the rental unit, nor be related to any member of the participant family. Relatives including parents, children, grandparents, grandchildren, siblings and step relationships. (The owner/landlord can be related if it is necessary to provide reasonable accommodation for a family member with disabilities.

LEASE OR RENT ADJUSTMENTS

Before the end of the initial lease term, and annually prior to the anniversary date after that, LHC will contact both you and the tenant for additional information. The tenant must provide updated verifications and the unit will be re-inspected. Required repairs must be made within the designated time or LHC payments will be discontinued. You will be contacted regarding a rent adjustment. The monthly rent may be increased (subject to the program reasonableness requirement). However the tenant may be responsible for paying any increase.

