

How the Housing Choice Voucher program works

The Section 8 Housing Choice Voucher program is a rental assistance program. A family applies to MHA. MHA certifies their eligibility for the program, verifying they are low-income. They are issued a “voucher.” This authorizes them to enter into an “assisted lease” with a landlord. Once the lease is approved (see The Leasing Process step-by-step”), the landlord and tenant enter into a rental agreement and MHA and the landlord enter into a Housing Assistance Payment (HAP) contract.

Thereafter, each month the tenant pays a portion of the rent based on their income (no more than 30-40% of their income) and the MHA pays to the landlord the rest. The share may change over time as the tenant’s income changes.

Some important things to note in the HAP contract. (See enclosed HAP contract.)

The initial lease term must be at least 6 months. It can then “roll over” into another term or month-to-month, as specified in the lease.

During that initial term, the landlord may terminate the lease only for “good cause” as defined in Section C (8).

The landlord may only charge rent determined to be reasonable by MHA based on comparable units in the area (Section B (6), Section C (4)).

The landlord can only charge rent and cannot charge extra fees (Section C (5) and (6)).

The landlord can charge for optional fees, such as a storage unit.

At the end of the lease term, the landlord can request a rent increase. They must make the request in writing 60 days in advance of its effective date. The MHA then determines whether the rent is reasonable as compared to similar units. (Section C (15)).

If the landlord changes, they must notify MHA who must approve the assignment of the contract to the new landlord. (Section B (14)).

Maintenance of the unit is the responsibility of the landlord. Annual inspections will be performed by MHA to ensure that the unit continues to meet required Housing Quality Standards. Interim inspections will be performed at the request of either the household or the landlord if:

1. Complaints are received from the landlord about lease violations or property damage, or
2. Complaints are received from the household that the landlord is not performing needed maintenance.