

Participating Landlord Guide

Rental Assistance Department

v. 7.2025

www.idahohousing.com



Disclaimer

This guide is intended for educational and informational purposes only. This guide represents general practices and expectations, but Idaho Housing and Finance Association's full policies and procedures are outlined in its Administrative Plan. These items may change at any time. This guide should not be considered official statements of the United States Department of Housing and Urban Development's regulations, policies, or procedures.

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Fraud, Waste, and Abuse

Idaho Housing and Finance Association (IHFA) takes all allegations of Fraud, Waste, and Abuse seriously, and wishes to convey HUD's concerns about violations of the rental assistance programs. HUD's Office of Inspector General (OIG) has identified cases of fraud, waste, and abuse by Public Housing Agencies (PHAs) and their employees, participating owners/landlords/managers, and households participating in the programs.

In order for IHFA to provide housing assistance to as many eligible families as possible, all participants in HUD-sponsored programs must properly utilize government funds and follow program requirements and departmental policies. Incidences of fraud, willful misrepresentation, or intent to deceive with regard to the programs are criminal acts.

If participating landlords and/or households are suspected of committing any fraudulent acts, IHFA is required to refer the matter to the proper authority for appropriate action. This could lead to an investigation into the allegation and federal charges may be filed. IHFA also reserves the right to terminate participation in the program based on a preponderance of evidence.

Some examples of fraud, waste, and abuse involving owners/landlords/managers identified by HUD OIG's investigation include:

- Requiring extra ("side") payments in excess of the household's share of the rent. Any payment in excess of the rent must receive prior approval from IHFA.
- Collecting assistance payments for units not occupied by program participants
- Bribing PHAs (e.g. IHFA) employees to certify substandard units as standard.

IHFA urges landlords and participant households to report any violations of the rental assistance programs to IHFA. Suspected violations should be reported immediately, rather than continuing in non-compliance with program requirements.

Suspected instances of fraud, waste, and abuse committed by other persons, including IHFA employees, participant households (e.g. unauthorized occupants, unreported income) or other owners should be reported to the Fraud Investigator at rentalassistance@ihfa.org.

If you suspect IHFA employees may be committing fraud, waste, or abuse, and you are not comfortable reporting that to the Fraud Investigator, you may report it directly to IHFA's Human Resources Department at HumanResources@ihfa.org.

IHFA will take any action warranted to ensure that instances of fraud, waste, and abuse are prevented or prosecuted. IHFA will pursue all avenues to accomplish this task.

What is the Housing Choice Voucher Program?

The Housing Choice Voucher (HCV) Program assists very low-income families, the elderly, veterans, and people with disabilities afford housing in the private market. Funding to Idaho Housing and Finance Association (IHFA) for the local administration of the program comes from the U.S. Department of Housing and Urban Development (HUD).

Local Administration of the Housing Choice Voucher Program

IHFA is the HCV administrator in 34 of 44 Idaho counties. Through branch offices located in Coeur d'Alene, Lewiston, Twin Falls, and Idaho Falls, as well as through the administrative office in Boise, more than 3,300 households are assisted under the HCV rental assistance program.

How does the HCV Program work?

Eligible households in the HCV program can find their own housing, which must meet minimum health and safety standards, and include single-family homes, semi-detached units, apartments, and manufactured (mobile) homes, where the owner agrees to rent under the program. This may include the household's current residence.

The household typically pays at least 30% of their monthly adjusted income directly to the landlord as rent (as calculated by IHFA). A housing subsidy (up to local maximums) is paid directly to the landlord by IHFA on behalf of the participant household for the difference between the tenant's portion and the actual rent charged by the landlord.

Participant households are required to meet certain obligations under the program, including providing information about all household members, including their income and assets.

IHFA uses this information and conducts annual reviews to redetermine how much of the rent the household is responsible for to the owner. The household's portion of the rent may be adjusted as needed by IHFA during tenancy, most commonly because of a change in household income, household composition, contract rent, or subsidy standards.

It's a Partnership

The HCV program operates as a partnership between the program administrator (IHFA), the landlord, and the applicant/participant household. The following is an overview of those responsibilities.

IHFA Responsibilities

- Continuously determines eligibility and voucher size
- Enforces the household's family obligations
- Enforces the Housing Assistance Payment (HAP) Contract

- Conducts periodic inspections
- Determines the amount of subsidy
- Processes reasonable rent increases
- Processes household changes in income and household composition
- Makes payments to landlord of behalf of participant households

Landlord Responsibilities

- Screens and selects a suitable tenant
 - IHFA does NOT screen tenants for suitability for landlords. Landlords should follow their existing screening practices.
- Completes Request for Tenancy Approval (RFTA)
- Makes unit available for inspection
- Enforces terms of the lease
 - Landlords are encouraged to provide IHFA copies of notices and/or lease violations issued to the tenant
- Ensures unit meets Housing Quality Standards (HQS); makes timely repairs
- Collects tenant portion of the rent
- Abides by terms of the HAP Contract and Tenancy Addendum

Applicant/Participant Household Responsibilities

- Locates and applies for units
- Complies with the terms of the lease agreement
- Pays security deposit
- Complies with the family obligations outlined in the voucher, including providing information about all household members and their incomes
- Pays timely rent in accordance with the lease
- Pays all utilities required under the lease and HAP contract
- Takes care of the unit
- Gives proper notice to both landlord and IHFA if intending to vacate unit



Housing Assistance Payment (HAP) Contract

The Housing Assistance Payments Contract (HAP contract) is the agreement between IHFA and the landlord. Please be sure to review the contract periodically, as the information contained in it may be helpful throughout the tenancy. A sample of a HAP contract (not for use) can be found here:

- <https://ihfa.filecamp.com/s/i/HAPContract.pdf>

Tenancy Addendum

The Tenancy Addendum is part of the HAP contract and was included when IHFA transmitted the HAP contract to the landlord following its execution. The Tenancy Addendum **must** be attached to the lease following execution of the HAP contract. A copy of the Tenancy Addendum can be found here:

- <https://ihfa.filecamp.com/s/i/TenancyAddendum>

If the language in the lease and the Tenancy Addendum conflict, the language in the Tenancy Addendum controls.



Rent Collection

HAP Payments

Housing Assistance Payments (HAP) are made electronically via Electronic Funds Transfer directly into an account specified and managed by the landlord. This eliminates possible delays with mail service and the potential for lost/stolen checks.

Initial HAP on new contracts or move-ins are typically processed within 2 weeks. However, the timeliness of the first payment is contingent upon IHFA's receipt of the executed lease and HAP contract. HAP for the initial month is pro-rated based on a 30-day month and the date the assistance began.

Monthly HAP is processed on the 1st of the month, unless that date is a weekend or an observed federal holiday, as financial institutions may consider those as "non-business" days. In all cases, ongoing HAP will be processed no later than the 5th day of the month.

If IHFA fails to issue monthly HAP as stated above, IHFA may pay penalties associated with the late payment, as stated in the lease agreement.

Household's Payments

The household's portion of the rent, as calculated by IHFA, is to be paid by the tenant directly to the landlord, in accordance with the lease.

The household may NOT be held responsible or incur any penalties as a result of IHFA's late issuance of HAP but may be held responsible for their portion if late.



Rent Café

Rent Café is a web-based platform for landlords participating in the program. Following execution of the HAP contract, IHFA provides the landlord with a unique registration code. Once registered, landlords gain access to the following benefits:

- Manage contact information, such as mailing address, emails, and phone numbers to ensure quality communication with IHFA
- View rental payment transactions in a ledger
- Find contact information for Housing Specialists assigned to tenant(s)
- View unit information, including current and historical inspections
- View attachments from IHFA, including notifications on adjustments to HAP



Lease Violations

As IHFA is not party to the lease agreement, enforcement of the lease is the responsibility of the landlord. However, participant households are expected to comply with the program rules, which includes abiding by the terms of the lease. Households may be terminated from the program for serious and/or repeated violations.

If the landlord needs to issue a lease violation to a participant household, IHFA encourages landlords to also provide a copy of the lease violation to IHFA as IHFA cannot pursue corrective action if it is not aware of the violation(s). IHFA can assist in ensuring lease compliance by sending warning letters to the households. IHFA, at its discretion, may also elect to schedule the household to come to IHFA's office for a conference with the branch supervisor.

Common lease violations may include:

- Tenant failing to pay their portion of the rent (as determined by IHFA) on time
- Excessive noise
- Smoking where prohibited
- Unauthorized pets
- Long-term guests
- Unauthorized occupants
- Unsanitary conditions



Interim and Annual Recertifications

IHFA conducts periodic reviews of a participant household's composition, income, assets and expenses on an annual basis (recertifications).

Additionally, IHFA may conduct interim reviews when the participant household reports changes to the household's income(s), composition, or expenses.

Whenever IHFA processes annual and/or interim recertifications for a participant household, IHFA will provide notice to the landlord regarding changes to the HAP and tenant portions of the rent. Those notices are mailed and the changes to those portions are available on the Rent Café portal as well.



Rent Increases

Requesting Rent Increases

Landlords are able to request reasonable rent increases in accordance with the lease. However, the rent may not be increased during the initial lease term. Please note, rent increases may only be effective on the first of a given month.

- Landlords wishing to increase the rent are required to provide at least a 60-day, but no more than 120-day, written notice to IHFA and the tenant. Notifications sent via email are acceptable.
- Notices to increase the rent should include the tenant's name, the unit address, the effective date of the increase, and the current and requested rent amount (e.g. current rent is \$1,000 requesting increase to \$1,100).
- Landlords are NOT required to execute another lease agreement when increasing the rent. Please see the Lease Renewals section of this guide if the landlord wants to execute another lease agreement.

Rent Reasonableness

IHFA conducts a market analysis to compare units of similar age, size, and type in the local area to determine if the requested increase in the monthly rent is in line with the local market. If the analysis shows the requested rent is not reasonable, IHFA will contact the landlord to discuss. Landlords are always welcome to provide their own analysis of comparable units to IHFA, who will review those units for potential comps. Please note, the comps may not be the landlord's own units, and listings on sites like Zillow are not acceptable for market analysis.



Lease Renewals and Utility Changes

Lease Renewals

IHFA does not require landlords to execute a new lease if/when the landlord wishes to increase the rent. Many landlord leases initially executed simply go to a month-to-month tenancy at the end of the initial lease term, and for this reason, additional lease signings are not required.

If a landlord wants to execute a new lease for an additional set term, the landlord must notify IHFA in writing of their intent to execute another lease agreement about 45 days prior to execution. This timeline is necessary in order for IHFA to meet its requirements, which includes conducting another inspection (that must pass), obtaining documentation from the participant household, and for IHFA and the landlord to execute another HAP contract. Please note, IHFA cannot start a new HAP contract on an existing tenancy mid-month, so all lease renewals need to be effective on the first day of a given month.

When the landlord executes another lease without IHFA's knowledge, the landlord may inadvertently violate and void the HAP contract. Perhaps, the best time for landlords to execute a new lease agreement is when IHFA recertifies a participant households at their annual certification. Generally, this is the same month the household began receiving assistance. If the landlord wants to confirm the annual recertification date, please contact the local IHFA branch office.

Changes to Utility Responsibilities

Landlords wanting to change the utility responsibilities are required to notify IHFA, in writing, of their intent to do so before the change occurs. An example of a change to the utility responsibilities includes reassigning the water bill from the landlord to the tenant. The HAP contract specifically outlines the utility responsibilities, so when a landlord changes the responsibilities without IHFA's knowledge, the landlord violates the HAP contract.



Periodic Inspections

A sample of the inspection form is available at the following link:

- <https://ihfa.filecamp.com/s/i/InspectionChecklist>

HUD requires that IHFA inspect units at regular intervals to ensure the unit meets certain Housing Quality Standards (HQS) in order to continue participating in the program. This is an inspection to ensure the unit is safe, sanitary, and decent. IHFA inspectors do not fail an inspection based on a household's housekeeping habits, unless determined to be unsanitary or unsafe (e.g. furniture blocking egress).

Please review the sample inspection form to better understand what inspectors examine while on site. Landlords can save time and money by ensuring the unit will pass inspection on the first attempt.

Some of the most common reasons a unit will fail a periodic inspection are:

- Leaking faucets/plumbing
- Damaged flooring/tripping hazard (often at transitions)
- Inoperable bathroom exhaust fan
- Garbage disposable is inoperable
- Ungrounded electrical outlets
 - <https://ihfa.filecamp.com/s/i/Outlets>
- Smoke alarms that are not present, missing batteries, or are inoperable
 - Smoke alarms are required on every level, outside the sleeping area, **and** in each sleeping room
 - <https://ihfa.filecamp.com/s/i/SmokeAlarms>
- Carbon monoxide detectors are not present, missing batteries, or are inoperable
 - Carbon monoxide detectors are required on each level in the immediate vicinity of sleeping areas
 - <https://ihfa.filecamp.com/s/i/CarbonMonoxideDetectors>
- Missing or cracked electrical switch plates and outlet covers
- Ovens and/or range burners not operating as designed
- Inadequate weatherization around exterior doors and/or windows
- Inspector does not have access to furnace and/or water heater
 - Where landlord did not return the mailed certification prior to inspection

If the unit fails inspection, IHFA will notify each party, and note the responsible party (tenant or landlord) for each deficiency. Where deficiencies are caused by the tenant, the landlord may still need to make the correction(s) and may bill the tenant for the cost of the repairs in accordance with the lease.

Reinspection

In the case of failed inspection, IHFA will reschedule a follow-up inspection approximately 30 days from the original inspection date. The reinspection will only examine the deficiencies from the previous inspection to determine if the correction(s) have been made. If there are uncorrected items at the reinspection, IHFA will begin the process to abate the unit.

Abatement

Abatements are a remedy available to IHFA authorized under the HAP contract only when the owner is responsible for the correction(s). Abatement means that IHFA will not pay the HAP to the owner for the time that the HQS deficiency remains. The participant household is still required to pay their portion, but may not be held responsible for the HAP being withheld under abatement. Abatements begin on the first of a month following the second failed inspection (the reinspection).

Life-Threatening Deficiencies

Some HQS deficiencies are considered to be “Life-Threatening” to the health or safety of the participant household. Life-Threatening conditions must be corrected by the responsible party (tenant or landlord) within 24 hours of IHFA’s notification.

Some examples of life-threatening conditions include:

- Gas (natural gas or liquid petroleum) leaks or fumes
- Electrical hazards that could result in shock or fire
- Smoke alarm is missing or inoperable
- Carbon monoxide detector is missing or not functioning as it should
- Blocked egress

Serious Deficiencies

While not considered life-threatening, the following deficiencies are to be corrected within seventy-two (72) hours:

- Major plumbing leak
- Inability to maintain adequate heat or absence of working heating system

- Utilities are not in service
- Broken locks on first floor doors or windows or other doors/windows that would allow intrusion
- Broken windows that pose cutting hazard
- Non-working refrigerators
- Range with no working burners
- Unusable toilet when only one toilet is present in the unit

Tenant-Caused Deficiencies

As outlined above, where deficiencies are caused by the tenant, the landlord may still need to make the correction(s) and may bill the tenant for the cost of the repairs in accordance with the lease.

It is a violation of the program rules for a household or their guest to damage the unit (beyond normal wear and tear), and the household is given the same opportunity to correct the deficiency that a landlord is given.

Participant households who seriously and/or repeatedly breach HQS may be terminated from the program for such reasons. Likewise, a landlord may wish to issue a lease violation and/or move to terminate the tenancy in such cases. As noted elsewhere in this guide, landlords who issue lease violations to participant households are encouraged to provide copies of the violation to IHFA. Landlords who wish to pursue eviction for serious and/or repeated breaches of HQS must provide a copy of the eviction notice to IHFA.



Changing Property Management Companies

Landlords may elect to begin using a property management company or may change property management companies over the life of a participant household's tenancy. In order to ensure HAP payments are made to the correct person or company, property owners must notify IHFA, in writing, of upcoming or recent changes to their designated agent(s) as soon as possible. Emails are sufficient for meeting the "in writing" requirement.

When changing property managers or agents, IHFA may need to obtain new or updated documentation, including, but not limited to:

- IRS Form W-9
- Owner Authorization Form
- Direct Deposit Information

Owners and Landlords who do not report these changes in a timely manner will likely experience significant delays in receiving the HAP.



Adding/Removing Occupants

Participant households may have changes to their household composition over the course of their tenancy. These may include, but are not limited to, changes due to:

- The birth or adoption of a child
- Court-ordered custody of a minor child
- An adult child moving out on their own
- The addition of a new spouse or co-head
- The addition of a live-in aide

Other than for the birth, adoption, or court-ordered custody of a minor child, participant households are required to notify IHFA and their landlord before moving anyone into or out of the unit. In instances involving a minor child as listed above, the household is still required to promptly notify IHFA of the occurrence. IHFA will require the household to provide appropriate documentation for the additional person. IHFA must ensure there is enough room for the additional person(s) under the program's occupancy standards.

Landlord Permission Required

Additionally, IHFA will require the household to obtain written permission/confirmation from the landlord before IHFA will permit the individual(s) to move in, with the exception of the minor child instances listed above.

If the landlord does not provide permission in accordance with their existing tenant screening criteria, the household is prohibited from adding the individual(s). Only the household members listed with IHFA and the landlord are allowed to reside in the unit.

When processing changes in household composition, IHFA will notify the landlord if there are any changes to the HAP and tenant portions of the rent as a result of the change.



Vacancies

Participant households who intend to vacate a unit are required to provide proper notice to the landlord and IHFA in accordance with the lease. Households are required, at minimum, to provide a 30-day notice per program rules, but the lease may require a longer notice. Upon receipt of a notice, IHFA will ensure that it is compliant with the timeline outlined in the lease, if noted. IHFA requests that landlords in receipt of a notice to vacate ensure IHFA has received the same notice.

Although rare, a household may vacate a unit without a providing notice to the landlord or IHFA. The landlord should contact the local IHFA branch office as soon as the vacancy is discovered. IHFA is not permitted to pay HAP for any month following a vacancy and may need to recover HAP from the landlord in those rare instances.



Terminations, Evictions, and Damages

Terminations

By IHFA

Participant households may be terminated from participation in the program in certain instances. Households may remain in the unit following termination from the program, but as the HAP contract will be terminated by IHFA, the household would be responsible for the full rental amount following the termination date. The main reasons for termination from the program include:

- The household chooses to relinquish the voucher voluntarily.
- The household has achieved an income level that results in zero assistance from IHFA (there is a 6 month grace period in these instances where the household remains on program, but no assistance is paid).
- The household has violated its obligations under the program rules and/or regulations, and IHFA is terminating their assistance.

Landlords will receive written notice from IHFA, generally at least 30 days in advance, in the event a participant household is being terminated from the program.

By Landlord

Landlords may also choose to terminate tenancy, through proper notice as required by law, and in accordance with the HAP contract and Tenancy Addendum.

During the initial term of the lease or any extension term, the landlord is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of federal, state or local law, or other good cause (something the household did or failed to do). Other good cause includes disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, other good cause also includes failure to accept the offer of a new lease or revision, owner's desire to use the unit for personal or family use (or for a purpose other than as a residential rental unit), or for business or economic reason for termination of the tenancy (such as sale of property, renovation, or desire to lease the unit at a higher rent).

Please refer to the HAP contract and Tenancy Addendum for more information.

Evictions

Landlords must give the household a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the landlord has given this notice, and the notice must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any landlord eviction notice to the tenant.

Eviction notice means a notice to vacate or a complaint or other initial pleading used under state or local law to commence an eviction action. The landlord may only evict the household from the unit by instituting a court action. Please consult with an attorney or see the link to the Idaho Landlord and Tenant Manual appearing in the Other Important Information section of this guide for more details.

The landlord must give IHFA a copy of any eviction notice at the same time the landlord notifies the household. The household is also required to give IHFA a copy of any eviction notice.

If the eviction action is finalized in court, the landlord must provide IHFA with documentation related to the eviction, including notice of the eviction date as soon as possible, but no later than 5 business days following the court-ordered eviction.

Damages

Many lease agreements include a security deposit, which is money the landlord holds to insure themselves against any damages (beyond normal wear and tear) once a household moves out of the rental unit. Damages exceeding the amount held by the security deposit are not covered by IHFA. Please consult with an attorney or see the link to the Idaho Landlord and Tenant Manual appearing in the Other Important Information section of this guide for more details.

Other Important Information for Landlords

- **Violence Against Women Act (VAWA)**
 - This is a federal law involving tenancies where domestic violence, dating violence, sexual assault or stalking is present. The following link is a Notice for Owners of their Rights and Obligations, along with several related forms.
 - <https://ihfa.filecamp.com/s/i/VAWA>
- **Idaho Landlord and Tenant Manual**
 - This document is produced by the Idaho Attorney General's office.
 - <https://www.ag.idaho.gov/content/uploads/2023/07/LandlordTenant.pdf>
- **Bed Bug Policy**
 - Helpful information and IHFA's policy on what happens when landlords fail to act.
 - <https://ihfa.filecamp.com/s/i/BedBug>

IHFA Branch Contact Information

IHFA staff are available should you have any questions about the programs offered. Please contact the branch office in your area during normal business hours for assistance.

Coeur d'Alene Branch

915 W Canfield Avenue
Coeur d'Alene, ID 83815
208-762-5113

Idaho Falls Branch

1235 Jones Street
Idaho Falls, ID 83401
208-522-6002

Lewiston Branch

2338 Nez Perce Drive
Lewiston, ID 83501
208-743-0251

Twin Falls Branch

841 Meadows Drive, Suite 100
Twin Falls, ID 83301
208-734-8531

About Idaho Housing and Finance Association

IHFA is a not-for-profit, self-supporting public body. It uses no state funds, state tax dollars, nor state employees for support. IHFA's operating funds come from revenues received from the financing and repayment of mortgage loans and from fees associated with the administration of federal housing programs.

Visit our website

www.idahohousing.com