

Landlord Orientation Guide

Rental Assistance Department

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www.idahohousing.com



**Idaho Housing
and Finance**
Association

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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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

Benefits of Becoming an HCV Landlord

- **Lower turnover of units**
 - HCV participants, on average, stay in their unit 8-9 years.
- **Timely and dependable payments from IHFA**
 - Payments are directly deposited into an account specified and managed by the landlord in IHFA's online landlord portal (Rent Café).
- **Consistent business practices**
 - Landlords use their own leases and tenant screening processes.
- **Regular inspections**
 - IHFA conducts periodic routine inspections of units, which assists in unit maintenance that might have otherwise gone unnoticed.
- **Periodic reasonable rent increases**
 - Following the initial contract term with a 60-day notice to IHFA.
- **Full rental payments**
 - If a participant household's income changes, the tenant's portion and the corresponding subsidy may be adjusted to ensure full payment of the rent continues.
- **Lease compliance**
 - IHFA can assist in ensuring lease compliance by sending warning letters if participant households are in violation of the lease. Participant households are expected to comply with the lease and may be terminated from the program for serious and/or repeated violations.
- **Helping communities**
 - Participating landlords feel a sense of pride by helping participant households obtain affordable housing. More than 50 percent of vouchers serve elderly or disabled families.

The next page is an infographic to help illustrate the overall flow of the program from the landlord's perspective. Each topic is explored in greater detail throughout the rest of this guide.

BECOMING A HOUSING CHOICE VOUCHER LANDLORD



ADVERTISE VACANCY

Listing can indicate acceptance of vouchers.



APPLICATIONS AND REVIEW

Follow normal screening process.

Applicant may indicate possession of a voucher.



RENT REVIEW AND UNIT INSPECTION

IHFA compares proposed rent with the market to ensure rent reasonableness, and the inspection confirms the unit is compliant with health and safety standards.



RFTA REVIEW

IHFA ensures both unit and household qualify with program rules regarding estimated rent payments.



COMPLETE RENTAL FORMS

Fill out and sign Request for Tenancy Approval (RFTA).

Submit to IHFA.



LEASE

Landlord and tenant sign lease.

Lease is sent to IHFA.



HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT

Landlord and IHFA sign contract.



RENT COLLECTION

Tenant pays their portion of the rent. IHFA pays remainder directly to landlord.



ONGOING TENANCY

IHFA conducts periodic inspections. Landlord can request a rent increase after the initial term of lease expires and with a 60 day notice to IHFA.



Advertising the Vacancy

A landlord potentially interested in working with the HCV program can indicate in the rental listing that applications from voucher holders are welcome.

IHFA offers interested landlords two additional ways to let voucher holders know that units are available:

- Each IHFA branch office maintains a list of landlords who wish to make their units available for voucher holders. Please contact the local branch office to express interest in making units available to voucher holders. Eligible households can review the list at any time. If the landlord later wishes to be removed from the list, they should contact the branch office.
- IHFA offers a web-based listing service at www.housingidaho.com. This is a free, bilingual rental listing and locator service that provides anyone looking for a rental easy access to housing opportunities throughout the state.
 - Photos, maps, and information about features and other amenities may be included
 - Registration is easy and customer support is available to answer any questions



Applications and Review

Voucher holders apply for units just as any other tenant would, but may ask upfront whether a landlord is willing to accept the voucher before applying. Additionally, voucher holding applicants may indicate on their application that they possess a voucher.

When reviewing applications, landlords should follow their normal screening processes in determining a potential renter's suitability for tenancy. IHFA does NOT screen voucher holders for landlords. However, IHFA may provide rental history to a landlord, if known.

As with any rental property, regardless of voucher status, landlords should be familiar with the Fair Housing Act. This is a federal law that prohibits discrimination against any person because of race, color, religion, sex, national origin, age, familial status, or disability. An overview on this topic can be found at the following link:

- https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview



Complete Rental Forms

- **IRS form W-9 and Direct Deposit form** – required for tax purposes and payments
- **Owner Authorization form** – required if property manager will conduct business on behalf of the owner (or provide management agreement)
- **Request for Tenancy Approval (RFTA) and Additional Unit Information** – see below

Request for Tenancy Approval (RFTA)

A sample RFTA (not for use) can be found at the following link:

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

Incomplete sections may cause a delay in scheduling the inspection. Most of the form is self-explanatory, but IHFA is highlighting some of the boxes that may need further explanation.

1. Name of the Public Housing Agency – this should already be filled in. If the potential tenant presents one that is blank, please call the local IHFA branch office.
2. Address of the unit – complete address of the unit needing inspection, including ZIP code
3. Requested Lease Start Date – date upon which move in is anticipated
5. Year Constructed – if unknown, contact the county assessor
6. Proposed Rent – should include any utility charges or other fees (excluding pet fees and one-time administrative fees) the landlord charges all tenants, as those are considered rent
8. Date Unit Available for Inspection – if ready now, indicate current date
11. Utilities and Applications
 - a. Specify fuel type for heating, cooking, and water heater by checking the appropriate box. Only one source for each category.
 - b. Indicate “O” for owner or “T” for tenant in the Paid by columns.
 - c. For Refrigerator and Range/Microwave, this is asking who is providing those appliances. Indicate with an “O” or “T”. Most commonly, the landlord provides the range and refrigerator.
12. Read and Answer questions A through C completely.

Complete the bottom left side and be sure include the best contact phone number. An IHFA inspector will call the number to schedule the inspection.

Sign and submit the RFTA, along with the completed Additional Unit Information, W-9, and Owner Authorization forms, to IHFA.



RFTA Review

Once IHFA receives the RFTA, IHFA reviews it to ensure the household qualifies for the unit. IHFA reviews the household's information to ensure that they can "afford" the unit based on the:

- Household's income,
- Proposed monthly rent, and
- Tenant responsible utilities

This review is only an affordability test performed by IHFA based on HUD requirements. It does NOT necessarily mean the rent is too high. If the household does not qualify, it is most commonly due to the household's income level. IHFA staff will contact the landlord to inquire about their willingness to reduce the rent for the initial lease term so the household qualifies. Landlords are under no obligation to reduce the monthly rent at this point, but the process cannot move forward if the household does not qualify. If the household is able to qualify, IHFA will review the rent and then schedule an inspection of the unit, typically within 7 business days.



Rent Review and Unit Inspection

Rent Review

IHFA does NOT set rents – that responsibility belongs to the landlord. The rent charged for the unit must be “reasonable.” This means that the total rent cannot be more than the rent charged for similar unsubsidized unit in the same general area or neighborhood.

The criteria used to determine the reasonable rent includes:

- Overall condition of the unit
- Which utilities are paid by the landlord
- Any amenities provide by the landlord
- Any improvements made to the unit

The above are considered as part of a market analysis to compare similar rental units (age, size, and type) within the general area. If the analysis shows the proposed 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. If IHFA and the landlord cannot come to an agreement on a reasonable rent amount, the landlord is under no obligation to move forward in the process.

After IHFA has conducted the rent review, an inspection of the unit will be scheduled, typically within 7 business days.

Housing Quality Standards Inspection

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

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

HUD requires that the unit meet certain Housing Quality Standards (HQS) in order to participate in the HCV program. This is an inspection to ensure the unit is safe, sanitary, and decent.

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. IHFA is not able to provide assistance for any period prior to a unit passing the inspection. It only takes one deficiency for a unit to fail inspection.

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

- Utilities are disconnected at the time of inspection
- 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 handrails on staircases
- Manufactured (Mobile) Home unit does not have the required tie-downs
- Missing or cracked electrical switch plates and outlet covers
- Deteriorated paint (chipped, cracked, peeled) interior or exterior
 - Units built before 1978 may have lead-based paint and may have additional requirements
 - <https://ihfa.filecamp.com/s/i/Lead-BasedPaint>
- Leaking faucets/plumbing
- Windows and doors accessible from the outside that do not lock
- Cracked and/or broken window panes
- Ovens and/or range burners not operating as designed
- Inadequate weatherization around exterior doors and/or windows

If the unit fails inspection, the item(s) will need to be repaired before IHFA can move forward with another inspection. However, if a special order is needed to correct a deficiency, IHFA may allow the process to move forward with the inspector's approval. If a landlord is unwilling to make necessary repairs, the landlord is under no obligation to do so. However, the process cannot move forward without a passed inspection or an exception due to special order.

Once the unit passes inspection, the landlord may execute the lease with the household.



Lease Execution

The lease may be executed once the unit passes inspection.

Lease Agreement Requirements

The lease is the binding agreement between the landlord and tenant. The lease must be in written form, in compliance with state and local law, and be signed by both the tenant and landlord. The lease must specify, at minimum, the following:

- Names of landlord and tenant, including all occupants
- Unit information
 - Address, apartment number (if applicable), and any other information needed to identify the contract unit
- Amount of monthly rent, including monthly amounts charged to all tenants (such as utilities, but not pet fees), as those will be considered rent
- Term of the lease – including the initial term and any provisions for renewal (e.g. 1 year and then month-to-month)
 - Initial term minimum is 1 year (within 31 days of 365 days)
 - The effective date of the lease may not commence before the unit has passed inspection
- Which utilities and appliances are to be supplied by the landlord and/or tenant
 - This item may be provided in an addendum or attachment to the lease, as long as the addendum and lease are executed at the same time
- At least either the landlord or tenant must sign on or before the lease start date, and all parties must sign within 15 days

If any edits are made to the lease document, landlord and tenant must each initial those changes.

Following the execution of the lease, send it to IHFA.

NOTE: If you do not have your own written lease agreement, IHFA has a model lease agreement available for use. Please contact the local IHFA branch office to request this document.



Housing Assistance Payment (HAP) Contract

The Housing Assistance Payments Contract (HAP contract) is the agreement between IHFA and the landlord. **The HAP contract must be executed before IHFA's payments can begin.** The term of the HAP contract must match the dates on the lease. Following receipt of the lease or at the time of a passed inspection, IHFA will send or give the HAP contract to the landlord, who will sign and then return the contract to IHFA. 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 is included when IHFA transmits the 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 below. You may access the linked document below and attach it to the lease.

- <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) for the initial month are pro-rated based on a 30-day month and the date the assistance begins.

HAP is paid 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. The landlord will be given a direct deposit authorization form to complete.

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.

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.



Ongoing Tenancy

Rent Café

Rent Café is a web-based platform for landlords participating in the program. Following execution of the HAP contract, IHFA will provide landlord with a unique registration code. Once registered, landlord gains 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

Participating Landlord Guide

Please see IHFA's Participating Landlord Guide for landlords who have already executed a HAP Contract and are actively participating in the program. Some of the topics covered in that guide include the following:

- Fraud, Waste, and Abuse
- Requesting Reasonable Rent Increases
- Lease Violations
- Interim and Annual Recertifications
- Lease Renewals
- Periodic Inspections
- Changing Property Management Companies
- Adding/Removing Occupants
- Vacancies
- Terminations, Evictions, and Damages

The **Participating Landlord Guide** can be found at the following link:

- <https://www.idahohousing.com/documents/participating-landlord-guide.pdf/>

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