

Housing Choice Voucher (Section 8) Contracts and Abatement

Housing Choice Voucher (Section 8) Contracts

Once you are approved for a Housing Choice Voucher, your landlord will sign a Housing Assistance Payments (HAP) contract. This is an agreement between your landlord and your Housing Choice Voucher (Section 8) assistance provider. This agreement describes the rules your landlord and your Housing Choice Voucher provider must follow.

Inspections

The Housing Choice Voucher program requires that your landlord keep your apartment in good condition, and that your apartment meets "housing quality standards." Your Housing Choice Voucher assistance provider will conduct an inspection when you move in and once a year thereafter. If you believe your landlord is not keeping your apartment in good condition between inspections, you may contact your provider and schedule an emergency inspection.

What happens at an inspection?

An inspector will come in and look at your apartment. If the inspector sees things that need to be repaired or problems that need to be fixed, the inspector will make a list of the items. The list will go to your landlord and you will receive a copy. The list will indicate who is responsible for which repair (your landlord or you). The person responsible for making the repair will be given a deadline to complete the repair and to schedule a re-inspection. If the repairs are not complete by the re-inspection date, the Housing Choice Voucher provider may refuse to pay their portion of the rent. In other words, the Housing Choice Voucher (Section 8) payment will be abated.

What is an abatement?

When rent is abated because repairs are not made, the Housing Choice Voucher provider will abate or refuse to pay their portion of the rental payments. The tenant must continue to pay their portion of the rent.

What happens after my apartment has been abated?

You will receive a letter from your Housing Choice Voucher provider stating that the portion of your rent that is paid by them will be abated effective a certain date. If your landlord decides to make repairs in a reasonable amount of time, your Housing Choice Voucher provider may begin sending their payment again and your assistance will continue. However, once the rent is abated, the Housing Choice Voucher provider will not pay the landlord any of the abated rent, even if the landlord makes the repairs. The tenant is not responsible for paying the Housing Choice Voucher or Section 8 portion of the rent. You must continue to pay your portion of the rent. If your landlord does not make the repairs, your provider may terminate the HAP contract between your landlord and the provider. This does not mean that your rental assistance is being terminated. Your provider will give you a date that you must move by. If you have not moved by that date, your rental assistance provider may try to terminate your assistance. There is a time limit on how long you can remain in the apartment after your Housing Choice Voucher provider has abated your payment before losing your rental assistance. You may contact your Housing Choice Voucher provider and ask for an extension.

Can my landlord try to evict me because my Housing Choice Voucher provider has abated the rent?

As long as your rental assistance provider has not terminated the HAP contract, your landlord can not legally evict you. You are only responsible for your portion of the rent under the HAP contract. If your rental assistance provider has terminated the HAP contract, and you continue to live in the apartment, the landlord may ask you to pay the entire rent.

What happens if my landlord serves me with court papers?

Never ignore court papers. If you are served with court papers, contact Neighborhood Legal Services at (585) 343-5450 immediately. If you are evicted and you receive Housing Choice Voucher rental assistance, you may lose your rent subsidy.