

Housing Choice Voucher (Section 8) Contracts and Abatement

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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 after that, once a year. 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 whatever is wrong. Both you and your landlord will get copies of this list. 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 repairs are not made, the Housing Choice Voucher provider will abate (refuse to pay) their portion of the rental payments. The tenant must continue to pay their portion of the rent, no matter whose responsibility it was to make repairs.

What happens after my apartment has been abated?

You will receive a letter from your Housing Choice Voucher provider that says that the portion of rent that is paid by them will be abated (held back), effective a certain date. If the Housing Choice Voucher provider abates the rent, the tenant is not responsible for paying the Housing Choice Voucher or Section 8 portion of the rent. The tenant must continue to pay their own portion of the rent.

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. If you have not moved by that

date, your rental assistance provider may try to terminate your assistance. You may contact your Housing Choice Voucher provider and ask for an extension.

What happens if the repairs are not made?

If the person responsible for the repairs is your landlord, and they decide 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, even if the landlord makes the repairs, the Housing Choice Voucher provider will not pay the landlord any of the rent they held back.

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. It only means that the Housing Choice Voucher provider will not pay that landlord anymore. 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.

If the person responsible for the repairs is the tenant (you), and you do not make repairs in a reasonable amount of time, your Housing Choice Voucher provider may try to terminate your assistance.

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 for not paying the Section 8 portion of the rent. You are only responsible for your portion of the rent under the HAP contract.

However, your landlord can still evict you for other reasons, such as not paying your portion of the rent.

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. You can call the **Western New York Eviction Prevention Hotline** at **844-230-7376** to get referred to a free lawyer. If you are evicted and you receive Housing Choice Voucher rental assistance, you may lose your voucher.