



Notice of landlord rights and responsibilities

We strongly recommend that you use the information below to do a reference check on your prospective tenant. We only do an initial check on our participants for some criminal violations. You are not required to rent to a voucher holder if you are not comfortable with his/her reference. You do not have to give a preference to voucher holders over private market tenants.

1. If the tenant is responsible for any part of the rent, it is your responsibility to collect that rent. Further, it is your responsibility to notify us if the tenant is not keeping up with his/her obligations so that we can take all the measures to ensure the tenant abides by our regulations and also to protect your investment. (See Part C, #5 of the Housing Assistance Payments Contract.)
2. We suggest that you give your tenants receipts for their share of the rent (if any.) This can protect you if there is a dispute over the tenant’s portion of the rent.
3. We recommend that you periodically inspect your unit to ensure the tenant is keeping your unit in good condition. In particular, it is important to be sure that the smoke detector is working, especially if your tenant is elderly or disabled. We only perform inspections every other year. You have the right to inspect your unit provided that you give your tenant 24 hours’ notice. (See 5.a.(1) of the Tenant Lease Agreement.) Also, if you accept rental subsidy on behalf of your tenant, you are certifying that the unit meets HQS standards (see #8.a.)
4. You have the right to collect a reasonable security deposit from the tenant. We are not involved with security deposits in any way. That is between you and your tenant. (See Part C, #12 of the HAP Contract.)
5. You have the right to collect a late fee if the tenant is late on his/her part of the rent. You can charge either \$15 or 5% of the tenant’s portion of the rent, whichever is greater (see G.S. §42-46(a)(1)). **You cannot charge a late fee if the Commission is late with its part of the rent.**
6. You are NOT responsible for breach of Housing Quality Standards because of damage beyond normal wear and tear that is caused by a member of the household or guest. (See Part C, 7.c of the HAP contract.) If you perform repairs in such an instance, you may to bill the tenant a reasonable amount.

Current landlord:

Phone number or address:

We suggest you make a copy of this for your records and refer to it as necessary.

Landlord signature

Date

HOW TO FILL OUT THE REQUEST FOR LEASE APPROVAL

The “provided by” column is about who is responsible if that part of the unit goes bad. The landlord is always responsible for the electrical system and plumbing. The “paid by” column is about who is responsible for paying the bill. Unless you are paying the water bill or electric bill, put “T” in those blocks under “paid by.” If you are providing a stove and refrigerator, put “O” in both blocks. If the tenant is providing them, put a “T.”