

Frequently Asked Questions
Rent Determination

#	Question	Answer
1	What if I have a 3-bedroom property and the tenant is only approved for 2 bedrooms?	The rent will be calculated based on the lower number between either the voucher approved size or the unit bedroom size.
2	How can the owner find out the tenant's gross and adjusted income information?	This information must be obtained directly from the tenant. Each tenant is provided a Voucher Co-letter, stating their gross and adjusted income, to show their prospective landlord. Landlords can also request this information on the tenant's rental application. CMHA cannot provide tenant income information.
3	What do I do if the preliminary rent offer seems too low?	The preliminary rent offer is provided so owners can have an estimate of what the final rent offer might be. The final offer may be different, but will not change substantially. If the preliminary rent offer seems very low, owners are free to cancel the RFTA packet and move on to another tenant.
4	Does the requested rent affect the final rent determination?	Once the final rent determination is complete, the contract rent will be set at the lower of the two between the reasonable rent and what was requested.
5	How are amenities, such as central air, garages, security systems, etc. factored into the rent offer?	Rent offers are based on comparable rates for similar properties of the same bedroom size. Added amenities are not considered.
6	Is the owner reimbursed for water and sewer charges?	The rent determination takes into consideration which party is responsible for paying the water and sewer. If the owner is responsible the rent offer will include payment for those charges.
7	Is the rent amount impacted by a new kitchen, new roofing, updated bathrooms, etc.?	At initial lease-up, an owner can see if his property meets Substantial Rehab Requirements. If so, the rent amount could be impacted. However, affordability rules still apply. This means that the tenant's income could still limit the amount offered for rent.
8	Is the rent automatically increased after a year has passed?	Any owner desiring a rent increase must request one by providing the proper paperwork to CMHA. CMHA will never make automatic adjustments to the contract rent. An owner can request a rent increase at the end of each year.
9	Can a rent increase be requested if new additions are made to the unit?	After the initial lease term, an owner can request a rent increase. The HCVP will complete a new rent reasonableness test based on comparable rates in the area. If the comparable rates have gone up, a rent increase may be granted. Please note: If comparable rates have gone down, the contract rent must be lowered accordingly.
10	What is the procedure for requesting a rent increase?	The Rent Increase Request Form must be submitted to the HCVP Finance Department. This form is located at www.cmha.net/hcvp under Forms and Publications.
11	Will owners be compensated for new federal requirements regarding lead-based paint?	The EPA Lead-based Paint regulations are federal requirements that apply to all rental properties, not just those participating in the HCVP. It is the owner's responsibility to comply with these regulations. There will be no changes to the rent determination process based on these new regulations.

Frequently Asked Questions Lease Agreement

#	Question	Answer
1	Is the owner required to supply appliances?	Owners are not required to supply appliances. The lease agreement should identify who is responsible for providing them.
2	Who should be responsible for paying water and sewer?	If a property is individually metered for each residential unit, the owner and the tenant should come to an agreement about who will cover the water bill. This agreement should be clearly outlined in the lease agreement. CMHA does not allow owners to partially cover a utility. If the property shares a meter with another residential unit, the owner is required to cover the water bill.
3	What if the tenant decides not to move into the unit after the final rent offer has been made?	Until the final contract has been signed, neither the owner or tenant is locked into a rental agreement. Owners are free to charge a deposit to hold the unit while it is going through the approval process.
4	Can there be any changes to who is responsible for utilities after the lease has begun?	At the time of lease renewal, the owner can request to change utility responsibilities. However, the rent determination will have to be recalculated to reflect this new information. This could change the contract rent.
5	Can the landlord raise the security deposit at the lease renewal?	Security deposit stipulations should be dictated in the lease agreement.
6	What if the tenant frequently has overnight guests?	CMHA defines an unauthorized occupant as someone who has resided in the unit for 60 days or longer. An owner is permitted to place additional stipulations on visitors within the lease agreement. It is the property owner's responsibility to enforce the lease agreement.
7	What if the tenant causes damages to the home?	The tenant is responsible for any damages done to the property. If damages exceed the amount of the security deposit, the owner should take legal action against the tenant to seek reimbursement.
8	Can an owner rent items, such as a sofa or television to a tenant for a monthly?	An owner can rent items to the tenant; however, the owner cannot <u>require</u> the tenant to rent additional items. Any equipment rentals would have to be a separate agreement from the lease.
9	What are the landlord's rights if a tenant wants to open a business in the property?	As long as the tenant is acting in accordance with state and local law, and reporting all earned income, the HCVP does not bar opening a business. An owner should outline in the lease agreement what activities are permissible on the premises.