

Chapter 15: Owners

This chapter presents common questions Owners have regarding MRVP and answers to those questions. This is meant to be a practical document to help AAs when working with Owners. Although primarily aimed at Owners renting to Mobile Participants, many of the questions still apply to Project Based Owners.

15.1 General Information

Q: I don't know what MRVP is. I've had Section 8 tenants in the past, but I never had a good experience. Do I have to accept MRVP Vouchers?

A: You may decide not to rent to an MRVP Participant, but that decision cannot be based on the fact that the prospective tenant is a Participant. Fair housing laws in MA ban discrimination based on receipt of public assistance, including housing vouchers. That means you cannot reject potential tenants just because they receive public assistance or have a housing voucher. You can screen MRVP Participants as prospective tenants, but the screening must be the same as it is for any Applicant.

Q: Awesome, I love renting to people with housing vouchers. Since your agency has given them a voucher, does this mean that they're going to be a great tenant?

A: As an Owner, you are solely responsible for tenant screening. Administering agencies do not review a Participant's rental history and do not check references. Although administering agencies do review criminal records for all Household members over the age of 18, this does not mean that Household members have no criminal record. Furthermore, because the Administering Agency is not liable for tenant caused damages or non-payment of tenant rent, it is important that you as an Owner do proper tenant screening to protect yourself, as you would with any tenant.

Q: What is required of me as an Owner to rent to someone with an MRVP Voucher?

A: In addition to some paperwork, two important documents are required prior to signing a lease with an MRVP Participant:

1. **Inspection:** All MRVP units must meet the standards of fitness for human habitation, as described in the State Sanitation Code. The inspection must be done by a licensed inspector. Many local boards of health or inspectional services divisions can complete these inspections for a nominal fee. If the local municipality does not do occupancy inspections or has a long wait, the state maintains a list of licensed housing inspectors at mass.gov or you may use an inspector certified to do HQS inspections for Section 8. The Administering Agency may be able to assist you with

an HQS inspection. It is your responsibility as an Owner to pay for and schedule the inspection. Once the unit has passed, please forward the certificate of fitness (or similar document) to the Administering Agency.

2. Lead Certification: If the Household has a child under the age 6 that will be residing in the unit, you must provide the Administering Agency with a letter of lead compliance certifying that the unit is lead free. If the unit was built on or after January 1, 1978, you may provide the Administering Agency with the building permit. The deed or mortgage documents cannot be used in place of the building permit. If the unit was built before January 1, 1978, verification of a renovation—no matter how comprehensive—cannot be used in place of a lead certificate.

15.2 Inspections

Q: I'm not interested in having my property inspected and I'm not able to make any major repairs.

A: All rental units, subsidized or not, should be in compliance with the State Sanitary Code and it is the Owner's responsibility to ensure their units meet the code. You cannot refuse to rent a unit to an MRVP Participant just because an inspection is required.

Q: I just had my unit inspected for a Section 8 tenant. Can you accept that inspection? Can your agency do the inspection for me, since you do inspections for my other units?

A: Maybe. MRVP is a different program than Section 8 with different requirements. In rare cases in which a Board of Health inspection cannot be completed on a unit, the Administering Agency may accept or complete a Section 8 HQS inspection. In most instances, it is your responsibility to schedule and complete an inspection with the Board of Health.

Q: Will I have to pay to get my unit inspected every year?

A: No. MRVP units are only required to be inspected at initial occupancy. We expect tenants and Owners to discuss maintenance needs regularly.

Q: My unit is not de-leaded and I can't afford to delead it. Do I have to delead it? If I don't, can I refuse to rent to the Participant?

A: It's state law that all Owners are required to delead units that will be occupied by a child under the age of 6. Owners cannot refuse to rent to households with young children to avoid deleading. The state does offer assistance to help Owners through the deleading process. More information is available through the Childhood Lead Poisoning Prevention Program (CLPPP; www.mass.gov/dph/clppp).

Q: I have certification from a licensed lead inspector that my unit is lead-free. Is that sufficient?

A: Agencies are required to verify all lead certification documents with a state database. If the Administering Agency does not accept your documentation, they should explain the specific problem to you and can give you additional resources for further information. There are a lot of reasons why a certification may not be accepted, such a complaint after the most recent inspection, altered documents, license of the inspector, or incomplete documentation. You must provide proper documentation.

15.3 Leasing

Q: I have my own lease. Can I use it?

A: Absolutely! The MRVP Lease Addendum must be attached.

Q: What is the Voucher Payment Contract and why do I have to sign it?

A: The Voucher Payment Contract (VPC) is the agreement between you and the Administering Agency. Without a signed VPC, the Administering Agency cannot make any Voucher Payments to you.

Q: Who pays the security deposit and first and last month's rent?

A: MRVP cannot pay for security deposits, but you may request one from the tenant in an amount up to one month's contract rent. Take care to ensure all security deposit laws and regulations are closely followed (See MGL c. 186, sec. 15B).

MRVP will pay the Voucher Payment for the first month's rent once there is a signed lease and VPC and the tenant occupies the unit.

While state law allows an owner to collect first month's rent, last month's rent, and a security deposit of one month's rent, because most MRVP Participants do not pay the full contract rent, it is suggested that Owners collect from the tenant an estimate of the tenant's share of the first month's rent, but do not ask Participant to pay last month's rent prior to tenancy. The Voucher offers some security to Owners that at least the Voucher Payment of the last month's rent will be paid, even if the tenant defaults.

Q: When will the lease start and end?

A: The tenant should only move into a unit after it has been approved by the Administering Agency. Ideally, the tenant will take possession and move into the unit on the same day that the lease starts. Leases may start mid-month. Voucher Payments will not be made

prior to the lease Effective Date. The end date of the lease is usually 12 months from the Effective Date. Leases are automatically renewed on an annual basis.

Q: How do I get a rent increase?

A: Rent increases are allowed once in any 12 month period, except during the first year of the lease. A rent increase request must be sent to the Administering Agency in writing. The Administering Agency will then review the request and approve or reject it based on two factors: (1) the maximum allowable rents under MRVP and (2) rent reasonableness, taking into account rents for comparable units in the same property or neighborhood.

Note that there is a different procedure for Project Based Units (*See Chapter 12.2*)

Q: I'm thinking of selling a property with a Mobile MRVP-assisted unit. Is there anything I need to do in relation to MRVP?

A: If you wish to sell the property while the unit is occupied and assisted under a Voucher Payment Contract, you may. The new Owner must assume all obligations of the lease and Voucher Payment Contract. You should make this clear to the new Owner prior to the sale of the unit.

Note that there are additional considerations for Project Based Units (*See Chapter 18.1.1*).

15.4 Tenant Issues

Q: The tenant isn't paying their full share of the rent and says that your agency is going to lower the tenant's rent share. What's going on?

A: A tenant's rent share may decrease for a number of reasons, such as an income decrease. The Administering Agency is required to verify all changes before formally decreasing the Tenant Rent Share and making a corresponding increase in the Voucher Payment. The verification process can, unfortunately, take some time. Meanwhile, the tenant may be unable to pay their previous rent share because of their reduced income. The good news is that changes may be made retroactively, which means that the Administering Agency will make up the difference between the contract rent and the tenant's reduced rent share after all changes are verified. Your patience with the Administering Agency and tenant is appreciated.

Q: My tenant is not paying their rent because they can't afford it. Can you lower it?

A: MRVP Participants are required to pay up to 40% of the Household's income in rent, and the Administering Agency is not allowed to make exceptions on a case-by-case basis. The program regulations do provide for certain deductions and exclusions from

Household income in determining rent, including an annual deduction for heat for Mobile Participants. The tenant's rent share may need to be updated if their income or deductions have changed. The tenant should call the Administering Agency to discuss possible solutions.

Q: My tenant isn't paying the rent. Can you make them? If not, can you make them move out?

A: The Administering Agency is not a party to the lease and cannot enforce it. The Administering Agency can send out a warning letter to the tenant, but cannot force payment or remove the tenant. In these matters, you should proceed as you would with any other tenant.

Q: My tenant has another person living in the unit who is not on the lease. What can you do about it?

A: Reports of non-approved Household members in the unit are taken seriously and investigated. Please note the following:

- Tenants are allowed to have Guests. Any one Guest may stay in the unit up to 30 days in any 12 month period, unless the lease that the tenant signed is more restrictive.
- It may be hard to prove that someone lives in a unit. All claims must be proven before action can be taken.
- Specific findings made by the Administering Agency in its investigation of the tenant will not be disclosed to you as an Owner due to privacy reasons. Of course, the Administering Agency will notify you if it terminates the tenant's participation in MRVP.
- As the Owner, you are welcome to pursue the issue with the tenant as you would with any other tenant. If an additional person is living in the unit, and you would like to allow the tenant to add that person to the lease as a Household member, please note that the Administering Agency needs to approve the change in Household composition and the Tenant Rent Share may need to be adjusted.

Q: I don't get along with the tenant. Why won't you take away their Voucher?

A: Administering agencies typically do not get involved in tenant and Owner disputes. Agencies will act upon lease violations proven in court. Specific findings made by the Administering Agency in its investigation of the tenant will not be disclosed to you as an Owner due to privacy reasons. Of course, the Administering Agency will notify you if it terminated the tenant's participation in MRVP.

Q: I believe my tenant is selling or using drugs.

A: If you believe your tenant is using, selling, or manufacturing drugs, please contact the police immediately. You should also alert the Administering Agency and keep them up to date with any developments. Please follow through as you would with any other tenant.

Using an illegal controlled substance on the leased property may be a lease violation and is a violation of the tenant's MRVP Voucher. Proceed as you would with any other tenant and keep the Administering Agency informed of your actions.

Please note that Massachusetts law has changed recently regarding private use of marijuana. You should consult your attorney regarding your options as a landlord.

Q: My tenant abandoned the unit! What should I do?

A: Before taking action, confirm that the unit is abandoned. The entire Household may be out of the unit for up to 30 days before being in violation of their MRVP Voucher, although your lease may have additional requirements. During that time, the tenant should continue to pay rent.

If you believe the unit is truly abandoned, alert the Administering Agency in writing and proceed as you would with any other tenant. Please note that MRVP generally does not allow for vacancy payments and will stop payment at the end of the month during which the unit was vacated (*See Chapter 11.4*). The Administering Agency may recoup any Voucher Payments previously made to you that cover any period after the unit was vacated.

Q: My tenant was the only one in the Household and has passed away.

A: Please alert the Administering Agency in writing and proceed as you would with any other tenant. MRVP does not allow vacancy payments. Payments will stop based on when the tenant was deceased, regardless of when you or the Administering Agency is notified of the death. The Administering Agency may recoup any payments made to you after the death.

15.5 Lease Termination

Q: I want my tenant to move out immediately.

A: If you are having problems with your tenant, please consider all options prior to lease termination or eviction. The Administering Agency can provide a referral for mediation services. You may also contact one of the state's eight Housing Consumer Education

Centers for information and referrals on common tenant issues, mediation, and basic tenant/Owner law.

If you do decide to terminate the lease, note that various program requirements apply. Additional requirements may apply for notice to be upheld in court.

- Mutual consent: The Owner and tenant can agree to terminate the lease at any time. The Administering Agency requests 30 days' notice.
- Non-renewal: MRVP Leases automatically renew, unless the Owner or tenant states in writing that they are not renewing the lease at least 60 days before the lease renewal date.
- Owners can terminate a lease for non-payment of rent with 14 days' notice to the tenant. For other lease violations, 30 days' notice is required.
- Other good cause: After the first year of the Lease, Owners may terminate the Lease for other good cause. Other good cause includes the tenant's failure to accept the Owner's offer of a new Lease or revisions or the Owner's desire to use the Contract Unit for personal or family use. 30 days' notice is required for lease terminations for other good cause. Notices must state the reason for the Lease termination.

Q: I terminated the lease and the tenant hasn't left. What am I supposed to do?

A: The only legal way to force a tenant out of a unit is through an eviction in court. Changing the locks, removing a tenant's belongings, or otherwise barring the tenant from the unit or threatening to take action without an eviction is illegal.

Q: I terminated the lease and my tenant is still here, but I'm not getting Voucher Payments. Why not?

A: Whenever the lease is properly terminated, Voucher Payments will stop. There are two ways you can continue getting paid for the tenant's actual occupancy, though, so long as the tenant is still a Participant. You can agree to extend the lease on a month-to-month basis. In order to receive Voucher Payments, you and the tenant both need to agree to extend the lease in writing and send a copy of the extension agreement to the Administering Agency. Early submission to the Administering Agency helps ensure prompt payment.

You can also receive Voucher Payments for the tenant's use and occupancy of the unit even if you don't extend the lease, but use and occupancy payments are only made retroactively and can only over the period while the tenant continued to occupy the unit and did not yet have a new lease in place for another unit. For example, you won't get paid for August until September. You must request use and occupancy payments in writing.

- Q: I terminated the lease properly, but the tenant did not leave the unit by the lease termination date. I didn't reinstate the lease and my tenant moved out mid-month without telling me. Why am I not getting paid for the full month?
- A: MRVP can only make Voucher Payments for the actual time of occupancy. If a tenant leaves mid-month and there is not a valid lease in place, the Administering Agency may only pay you for the actual days the tenant was in the unit.
- Q: Okay, but my tenant left on the 15th and I'm only being paid through the 10th. How come?
- A: MRVP cannot make duplicate payments (except in certain domestic violence situations; *See Chapter 13.1.3*). If your tenant signed a new lease that begins on the 10th, for example, the Administering Agency will begin paying the new Owner on that date and can no longer pay you. If that is the case, the tenant is responsible for all use and occupancy payments and you should contact them directly.
- Q: My tenant left the unit, but caused a lot of damage. Will you help pay for it?
- A: The tenant is responsible for all damages to a unit above normal wear and tear. You should proceed as you would with any other tenant.
- Q: I need more information. Can you give me more advice?
- A: Administering agencies are not qualified to give legal advice. You may contact the local Housing Consumer Education Center for additional information, referrals, workshops, or consult your own legal counsel.