

# Landlord Participation Incentive Program Guide

## Program Overview

MaineHousing's Landlord Participation Incentive Program (the "Program") provides funds for Maine Public Housing Authorities ("PHAs") to incent landlords to participate in the PHAs' Housing Choice Voucher ("HCV") programs. MaineHousing is making \$380,000 of HCV Program Administrative Fees from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) available for the Program through December 31, 2021. Unused funds will be returned to MaineHousing. MaineHousing may make other funds available for the Program in subsequent years.

Funding requires compliance with federal, state, and local laws and regulations and notices including the CARES Act, U.S. Department of Housing and Urban Development ("HUD") PIH Notice PIH-2020-18, and any other relevant guidance from HUD or MaineHousing.

MaineHousing is administering the Program through the Maine Association of Public Housing Authority Directors ("MAPHD"), which will disburse funds to participating PHAs, collect data on use of funds from the PHAs, and report the data quarterly to MaineHousing.

## Eligible Uses

The following are eligible uses in conjunction with HUD HCVs:

**Landlord Repair Grants.** Funds may be used to repair items that fail an initial HQS inspection subject to the following:

- Only failed **initial** inspection items qualify
- Qualifying failed items include but are not limited to the following:
  - Bedroom windows that do not meet egress
  - Deteriorated paint
  - Installation of hard-wired smoke detectors
  - Installation of sprinkler system
  - Roofing
  - Tie downs
- The landlord pays the first \$250 toward the repair
- PHA's reimbursement to landlord may not exceed \$5,000 a year per PHA
- The unit must pass HQS inspection before payment to the landlord
- A one-year lease and Housing Assistance Payment Contract must be executed before payment to the landlord
- Landlord Repair Grant Agreement signed by PHA and landlord (Exhibit A)

### **Security Deposits.**

PHAs may pay the security deposit for first time Housing Choice Voucher applicants who are searching for a new unit within the PHA's jurisdiction subject to the following:

- The tenant requests assistance in writing or verbally with an explanation of the need.
- The PHA pays the amount listed on the Request for Tenancy Approval (RFTA)
- The "Request and Acknowledgement of Security Deposit" form (Exhibit B), the HAP contract, and VAWA addendum are complete
- The landlord certifies that upon receipt from PHA, the security deposit funds will be held in accordance with Maine State Statute, Title 14, Chapter 710-A, Sections 6031-6039
- The Security Deposit funds are paid directly to the landlord with the first month's rent paid by PHA
- Families are not required to repay the funds to PHA

### **Damage Repairs Reimbursement.**

PHAs may reimburse landlords up to \$1,500 for physical damages to a unit occupied by an HCV holder subject to the following:

- The damages are above and beyond normal wear and tear as defined by Maine State Law §6031
- The cost to fix the damages is greater than the security deposit collected
- Landlords must submit:
  - Date stamped pictures of the specific damages they are requesting reimbursement for
  - Copies of receipts from cost of repair(s) of damages
  - A completed Damage Repair Reimbursement Landlord's Request for Payment form (Exhibit C)
- PHA's reimbursements to a landlord will not exceed \$6,000 per calendar year (if submitting more than one damage reimbursement request)

### **Landlord Incentive Fees.**

PHA will pay landlords a \$750 Signing Bonus for every unit newly leased to a PHA HCV participant subject to the following:

- Rental rates are affordable within HCV program guidelines
- The rental unit passes a Housing Quality Standards Inspection
- Landlords enter into a one-year lease with a new tenant and sign a contract with the PHA after June 1, 2021 and before funding is exhausted
- Landlords receive \$750 at or around the time of the first monthly payment

## PHA Requirements

To participate PHAs must

- Comply with all of the requirements of the Program
- Enter into an agreement with MAPHD for disbursement of funds and reporting of data
- Use the funds only for direct payments to landlords in accordance with the Program
- Provide participating landlords with a 1099 for the Landlord Incentive fees and Security Deposits.
- Return any unspent CARES Act funds by December 31, 2021, or sooner if directed by MaineHousing
- Return any funds not spent in accordance with the Program to MaineHousing
- Track outcomes and participate in Program and data collection requirements required by HUD or MaineHousing
- Make its records available to MaineHousing so MaineHousing may conduct routine monitoring and oversight of progress and expenditures during the term of the Program
- Maintain records relating to the Program for five years after the Program ends

## Information Contact

The MaineHousing contact for all questions and for submission is:

Name: Allison Gallagher  
Title: Director of Housing Choice Vouchers  
Address: MaineHousing, 26 Edison Drive, Augusta, ME 04330-6046  
Telephone: 207-624-5712  
E-mail: [agallagher@mainehousing.org](mailto:agallagher@mainehousing.org)

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**Section 8 Housing Choice Voucher Landlord Repair  
LANDLORD GRANT AGREEMENT**

This Grant Agreement is between \_\_\_\_\_, a public body corporate and politic with a mailing address of \_\_\_\_\_, \_\_\_\_\_, Maine \_\_\_\_\_ (“PHA”) and \_\_\_\_\_ (the “Landlord”), whose address is \_\_\_\_\_.

1. **Grant.** PHA will provide a grant in the amount of \$\_\_\_\_\_ to the Landlord from its Landlord Repair Program.
2. **Use of Grant Funds.** The grant funds will be used to reimburse Landlord for the work described in a contract executed by the Landlord and a licensed contractor. These funds are to be used to address Housing Quality Standard (“HQS”) failures in the Landlord’s unit. The Grant Funds will reimburse Landlord for reasonable costs expended beyond the initial \$250 paid by Landlord to a maximum of \$5,000.
3. **Disbursements.** Grant funds will be disbursed to Landlord by PHA following:
  - i. successful completion of the work;
  - ii. proof of payment by the Landlord;
  - iii. the unit passing HQS inspection;
  - iv. a one year lease and Housing Assistance Payment Contract is entered into by Landlord and tenant; and
  - v. submission of the Landlord’s Request for Payment in the form of Exhibit 1.
4. **Lead Paint Disclosure.** Federal regulations require that homeowners receive the brochure entitled “Protect Your Family From Lead in Your Home” prior to rehabilitation of homes constructed before January 1, 1978. Landlord must initial one of the following sentences.  
  
\_\_\_ My building was constructed before January 1, 1978 and I have received the brochure entitled “Protect Your Family From Lead in Your Home”.  
  
\_\_\_ My building was constructed on or after January 1, 1978.
5. **Landlord Responsibilities.** Landlord agrees as a condition of receiving the Grant they will comply with the following requirements:
  - a. Landlord is responsible for any property or income tax consequences as a result of the grant or work funded by the grant.
  - b. Landlord agrees they are selecting the Contractor and PHA cannot and does not warrant the work of Contractor and is in no way responsible for the activities or actions of the Contractor.

Exhibit A to Landlord Participation Incentive Program Guide

- c. Landlord agrees the work will be completed in compliance with all State, local and Federal rules, laws and regulations and that PHA has no responsibility to obtain and ensure such compliance.
6. **Remedies.** Should Landlord breach their responsibilities listed above, PHA shall have the right to seek remedies against Landlord in court or otherwise. These remedies may include the recovery of the grant funds, damages or an order of specific performance that Landlord complies with their responsibilities. PHA may also seek to recover their attorney fees and costs.

**LANDLORD:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**PHA:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## Section 8 Housing Choice Voucher Landlord Repair Program

### Exhibit 1 to Landlord Grant Agreement: Landlord's Request for Payment

\_\_\_\_\_  
Landlord or Owner Name ("Landlord") has repaired \_\_\_\_\_ for a rental  
Item(s) repaired  
unit located at \_\_\_\_\_  
Unit Address

Landlord is requesting reimbursement of \$ \_\_\_\_\_ for this completed repair(s).

By signing this Request for Payment, Landlord is also certifying that Landlord does not have other funds readily available to complete the repairs without receiving this reimbursement from the \_\_\_\_\_ (the "Public Housing Authority").

Copies of the following **MUST** be attached to this Request:

- Invoices from licensed contractors for the repair(s) made

\_\_\_\_\_  
Print or type name of Landlord or Landlord's Representative

\_\_\_\_\_  
Signature of Landlord or Landlord's Representative

\_\_\_\_\_  
Date

#### **Public Housing Authority Approval**

\_\_\_\_\_  
Print or type name of Public Housing Authority representative

\_\_\_\_\_  
Signature of Public Housing Authority representative

\_\_\_\_\_  
Date

## Housing Choice Voucher Security Deposit Request Owner's Request and Acknowledgement of Security Deposit

\_\_\_\_\_ will be entering into a lease agreement on \_\_\_\_\_  
**Tenant Name** **Date**

for a rental unit located at \_\_\_\_\_  
**Unit Address**

\_\_\_\_\_ is requiring a security deposit of \$ \_\_\_\_\_  
**Landlord Name** **Amount**

as listed on the request for Tenancy Approval.

**The landlord certifies the following:**

Upon receipt from MaineHousing for the **allowable portion of the security deposit** (*Lesser Of: full security deposit or \$500*), the landlord agrees to hold these funds in accordance with Maine State Statute, Title 14, Chapter 710-A, Sections 6031-6039.

Funds will be deposited into a separate account to be returned to the tenant at move out (*minus allowable cost of damages and unpaid rent*)

\_\_\_\_\_  
**Print or type name of Owner or Owner's Representative**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## Section 8 Housing Choice Voucher Damage Repairs Reimbursement Landlord's Request for Payment

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Landlord Name

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Landlord Address

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Rental Unit Address/Tenant name

Amount Landlord is requesting for damages: \$ \_\_\_\_\_

Amount of Security Deposit collected by landlord: \$ \_\_\_\_\_

**Amount Due to Landlord:** \$ \_\_\_\_\_

Copies of the following **MUST** be attached to this Request:

- Date stamped pictures of the specific damages you are requesting reimbursement for.  
(Email attachments can be sent to PHA at \_\_\_\_\_)
- Copies of receipts from cost of repair(s) of damages

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Print or type name of Landlord or Landlord's Representative

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Signature of Landlord or Landlord's Representative

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Date

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Landlord's email and telephone number

### PHA Approval

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Print or type name of PHA Representative

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Signature of PHA Representative

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Date