

Sixteen Frequently Asked Questions (FAQs) About Rent Increases for BHA Section 8 Housing Choice Voucher Participants—*prepared by Greater Boston Legal Services for City Life/Vida Urbana and Section 8 Tenants, Inc. (4-18)*

- Q1: Can my landlord ask for an increase in my rent? How often? Is it automatic?
- A1: Yes. The landlord can request an increase in the contract rent which would be effective 12 months or more after your lease started or, if the contract rent was increased in the past, 12 months or more from the last increase. It is NOT automatic. The landlord must get both BHA's approval and your approval before the contract rent can change.
- Q2: Shouldn't this be done at my annual recertification? Does this mean my rent could increase twice in a year?
- A2: BHA doesn't require owners to only submit rent increases at your annual recertification—it can happen anytime in the year, as long as the increase wouldn't be effective sooner than 12 months from the last change. Yes, it is possible you might get more than one rent change—but the recertification rent change (and any interim changes due to reported changes in your income) are based on the normal rules about reporting your income. A landlord request for a rent increase, on the other hand, has nothing to do with your income, and there can only be one of those within 12 months.
- Q3: What kind of notice am I supposed to get from the landlord of a proposed rent increase?
- A3: The landlord must give you and BHA at least 60 days advance written notice--for example, for an increase in rent as of July 1, the notice would be received by May 1.
- Q4: What does BHA do after it gets the request from the landlord?
- A4: The BHA asks for information about the other rents charged in the property or, if the landlord doesn't have other similar units for rent, showing that the rent being sought is comparable to that for a unit of similar size and quality in that area. BHA then decides whether the rent is "reasonable" based on that information. BHA may approve the rent, not allow it, or may tell the landlord that it would only approve a lower rent.
- Q5: Can the landlord charge a rent which exceeds the subsidy that BHA can pay for a unit of a particular size?
- A5: Yes. Whether the rent is "reasonable" in comparison to the market is a completely different question than what BHA will pay as a subsidy for the apartment.
- Q6: Who ends up paying the difference if the rent approved for the landlord is greater than what BHA can pay on subsidy?

- Q6: You, the tenant, would if you agree to the rent increase. This is why it's very important for tenants to think carefully about whether to agree to a rent increase, since it may be that the new tenant share may not be affordable.
- Q7: Is that true for all rent increases?
- A7: No. Sometimes a rent increase remains within the subsidy that BHA can pay, and the tenant wouldn't then end up having to pay the difference.
- Q8: I thought Section 8 tenants were only supposed to pay 30% of income. I also heard they couldn't approve me paying more than 40% of my income as rent.
- A8: It's true that all Section 8 tenants must pay 30% of adjusted income for rent (and any tenant-paid utility costs, using BHA utility allowances). But this is just the minimum. If the "gross rent" (contract rent and tenant-paid utilities) exceeds the "payment standard" (the subsidy BHA can pay for you), the tenant pays the difference. While there is a 40% of income cap on the tenant rent and utilities when you lease up, that cap does NOT apply for rent increases that happen later.
- Q9: Let's say that BHA approved a rent increase. What happens then?
- A9: Your leasing officer will send a letter and will be available to discuss and explain the proposed increase and what you would end up paying if you agree to an increase. You are free to accept or reject the increase. If you accept the increase, then you and your landlord sign a lease amendment which shows what the new contract rent will be, and that new rent cannot be changed for at least 12 months.
- Q10: Let's say I don't think I can afford the rent increase, but I could pay a lower increase.
- A10: BHA can help you negotiate a different amount with the landlord. If the landlord agrees to drop the amount, then the revised amount would be used. However, BHA cannot force the landlord to accept a lower amount—just like BHA cannot force you to accept a higher amount.
- Q11: What if the landlord asks me to sign something other than the BHA lease amendment with the BHA approved rent?
- A11: Side agreements with the landlord are prohibited by the Section 8 program. If the landlord proposes a side agreement you should let BHA know immediately.
- Q12: I'm over-housed—I'm in a 3-bedroom apartment, but I only get a 2-bedroom voucher because one of my adult children moved out. Does this affect me?
- A12: Tenants who are over-housed usually are already rent-burdened because they have to make up the difference in subsidy—so any landlord rent increase is only going to make

things worse. Often it's wise to ask BHA for a voucher to relocate and to not agree to an increase which will make the situation even worse.

Q13: I have a disability, and need to stay where I am because my apartment's close to where I get my regular treatment and is set up to meet my needs. Do I have any additional rights?

A13: Yes. BHA can consider whether to grant a change in the maximum subsidy it can pay for you, and this may reduce the impact of a landlord rent increase. Take a look at BHA's Reasonable Accommodation Policy.

Q14: Am I alone in this?

A14: There are groups that help tenants know about their rights. Sometimes tenants in a building may group together and ask the landlord to negotiate over issues like rent changes, what's in the lease, repairs, etc. City Life/Vida Urbana has successfully organized to get larger owners to sign agreements to limit Section 8 rents to BHA subsidy levels. You can contact City Life/Vida Urbana at (617) (617) 524-3541, ext. 310 (or smeacham@clvu.org) or Section 8 Tenants, Inc. at (617) 942-7568 (or info@s8ti.org) if you want help.

Q15: What happens if the BHA refuses to agree to the rent increase that the landlord wants?

A15: Sometimes nothing happens—the landlord leaves things alone. Other times, the landlord may start the eviction process. The original 60-day rent increase notice may also be a lease termination notice; other times, the owner will need to send a new notice to the tenant (with a copy to the BHA). After the notice expires, you would get court papers. You may have good defenses to the eviction, and even if you don't, the court may be able to give you more time to leave. This type of eviction should not affect your rights to continue to get Section 8 assistance. You can contact Eastern Regional Legal Information (ERLI) at (617) 371-1234 to get information about how to best defend against eviction and referrals to legal services.

Q16: What if I don't agree to the rent increase, and the landlord won't agree to the lower amount I proposed?

A16: The answer is the same as in A15 above—the landlord may do nothing, or may take you to court in an eviction. Here again, you may have good defenses to a court eviction, and even if you don't, the court may be able to give you more time to leave. This type of eviction should not affect your rights to continue to get Section 8 assistance. You can contact Eastern Regional Legal Information (ERLI) at (617) 371-1234 to get information about how to best defend against eviction and referrals to legal services.