



Housing Choice Voucher Rent Increase

This notice describes Seattle Housing Authority's policy for approving a rent increase and/or change in utilities. Please note that when SHA approves a rent increase, we may not be able to increase the rent portion that SHA pays. Your tenant may be responsible for part or all of the requested rent increase.

To request a rent increase and/or change in utilities you must provide written notice to your tenant and to SHA. You can use the attached "Notice of Increase to Housing Costs" **OR** send your tenant and SHA a notice including the tenant's name, address and unit number, proposed effective date, and proposed rent amount.

You must meet the following requirements from the City of Seattle and Seattle Housing Authority in order for SHA to consider approving a rent increase request:

City of Seattle Requirements

- ✓ As of November 9, 2021, the City of Seattle requires that landlords provide tenants a minimum of 180 days advance written notice of a housing cost increase. For example, to impose an increase on June 1, your tenant must receive notice no later than December 2, which allows for a full 180 days (not including the day of service).
- ✓ Rent increase notices must include the following language for your tenant. Notices that do not include this language are unenforceable and you may need to reissue a proper notice and start over.

Required notice language:

If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684-5700 or visit the web site at www.seattle.gov/rentinginseattle.

- ✓ You cannot increase housing costs during a lease, only when the rental agreement is month-to-month or up for renewal (in other words, a rent increase cannot be imposed in the middle of the month).

If you have any questions about these City of Seattle requirements, please contact the City's Renting in Seattle Helpline at (206) 684-5700 or visit the website at www.seattle.gov/rentinginseattle/housing-providers.

Seattle Housing Authority Requirements

- ✓ You must provide SHA with at least 60 days written notice of the proposed rent increase or change in utilities, and must document that appropriate 180 days notice was given to the tenant in accordance with the City of Seattle requirements listed above.
- ✓ The proposed rent amount must not be more than you charge for non-subsidized tenants or more than tenants would pay for comparable units in the same neighborhood. In other words, the proposed amount must be "rent reasonable".
- ✓ Any charges for a month-to-month lease must be included in the rent amount, not listed as a separate fee. This applies to both the rent increase notice and the lease.
- ✓ The unit must have passed its most recent HQS inspection.

Please submit a copy of your request to: HCVRentIncrease@seattlehousing.org. You may call the Contract Rent Desk at (206) 239-1624 to confirm receipt.

Alternately you may fax a copy of your notice to (206) 239-1770 or send a copy by mail to:

Housing Choice Voucher Program
Attn: Contract Rent Desk
101 Elliott Ave W, Suite 100
Seattle WA 98119-4293

Payments to Owner: Changes in Lease or Rent

Please review your Housing Assistance Payment (HAP) Contract to make sure you are complying with Seattle Housing Authority's policies. The following excerpts from the HAP Contract, Part C: Tenancy Addendum are provided for your reference. These sections cover common questions about changes to the rent or lease.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by the PHA in accordance with HUD requirements.

NOTICE OF INCREASE TO HOUSING COSTS

Pursuant to RCW 59.18.140 and SMC 7.24.030.A.

Date: _____

Tenant Name: _____

Tenant Address:

STREET: _____ UNIT: _____

Seattle, WA ZIPCODE: _____

You are hereby notified that the [] rent, [] parking, [] storage, [] utilities, or [] other: _____
will increase from \$ _____ to \$ _____ effective _____. All other terms and
conditions of your rental agreement will remain in full force and effect.

***If you need help understanding this notice or information about your renter rights,
call the Renting in Seattle Helpline at (206) 684- 5700 or visit the web site at
www.seattle.gov/rentinginseattle.***

Property Owner (or representative): _____

Property Owner (or representative) Contact Information:

Address:

STREET: _____ UNIT: _____

CITY: _____ STATE: _____ ZIPCODE: _____

Phone number: _____ Ext. _____

Email: _____

Declaration of Service

I hereby certify, under penalty of perjury under the laws of the State of Washington that copies of this notice
were:

[] Personally served on the tenant residing at the above address on (MM/DD/YY)_____.

[] Posted on the property and mailed first class to the tenant's address on (MM/DD/YY)_____.

Signature of Declarant: _____ Date: _____