

Section 3. Renting Community Housing

All Applicants interested in long-term renting Community Housing must submit a Common Intake Form for Community Housing to BCHA (See Section 2, “Qualifying to Rent or Purchase Community Housing”). BCHA as the program administrator is charged with providing landlords of Community Housing a list of qualified potential renters and with facilitating the rental of a Community Home. An administrative fee, as set by the Board, may be charged to the landlord/owner for these services.

A. Landlord/owner lease-up obligations

1. BCHA receives a Notice of Intent to Rent from the owner of the Community Home. Owner is required to provide BCHA their tenant selection criteria or policy. Tenant selection criteria must be reasonable.
2. BCHA will follow the Applicant Selection Process outlined in Section 2.B.2.
3. The final determination and offer of tenancy to an Applicant is the decision of the owner, not BCHA. It is, however, expected that the owner will follow the Fair Housing Act in their selection of the tenant and accept tenant-based rental assistance (also known as housing vouchers or Section 8). If landlord/owner denies three Applicants requests to rent, landlord must provide a written explanation to BCHA to justify their denial. BCHA will review meet review their tenant selection criteria or process for compliance with the Fair Housing Act and for reasonableness.

B. Ongoing Obligations for Landlords/Owners Renting Community Housing

1. Once an Applicant secures a rental Community Home through BCHA, the landlord must provide a copy of the lease with BCHA. The lease must contain the following provisions:
 - (a) Beginning and end dates of the lease.
 - (b) Names of all unit occupants.
 - (c) Security deposit amount and all fees.
 - (d) Rent amount and how/where to be paid.
 - (e) Owner’s right of entry.
 - (f) Repairs and Maintenance.
 - (g) What utilities are paid by the tenant.
 - (h) What appliances are provided by the landlord.
 - (i) Tenant Requirements.
 - (j) BCHA’s Lease Addendum (see Exhibit A).
2. All leases must be for a 12-month period.

3. Sixty (60) days prior to lease renewal, the owner/landlord must submit to BCHA all Community Home leases verify rent, utilities, and lease dates. The landlord must submit the requested information and a copy of the new lease, to the BCHA within 10 business days of receipt of the Rental Renewal Notice. The renewed lease must be for an additional 12 months.
4. Landlord must notify BCHA within five (5) business days of receiving a notice from a tenant that they will vacate, or have vacated, the unit.
5. BCHA may charge the landlord an annual renewal fee as set by the Board.
6. Should the landlord pursue a just cause non-renewal, documentation must be provided to BCHA.
7. If a renter falls out of compliance, BCHA will notify the landlord of whether they must provide a thirty (30) day notice to vacate or not renew the tenant's lease. A copy of the Notice to Vacate must be provided to BCHA.
8. The landlord must comply with any Exceedance Agreement, Development Agreement, and Deed Covenant that applies to the Community Home. The landlord must work in partnership with BCHA on all compliance matters. In the event of non-compliance, the Deed Covenant may include fees and other enforcement tools that BCHA would apply.
9. Should the owner decide to sell the Housing unit during the lease period, the owner must notify BCHA immediately. The seller is obligated to pay an administrative fee to BCHA, equal to 1% of the Maximum Sales Price for the Community Home(s). The lease must remain intact after the sale. An executed agreement between the buyer and seller must describe the new Property Owner's obligations under this program, plus the following:
 - (a) To abide by existing lease terms;
 - (b) To notify BCHA of updated contact information; and
 - (c) To record a new Deed Covenant.

C. Ongoing Requirements for Tenants Renting Community Housing

1. The eligibility of Tenants to lease and occupy Community Housing must be reviewed and verified annually (i.e., re-certified) to ensure that they continue to meet (a) the priorities that they initially qualified for the Community Home with and (b) the requirements outlined in Section 2. A. In addition, they must continue to meet the Community Home's designated income category that are in place at the time of the review.
2. To assist in this re-certification process, BCHA will send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.

3. The Tenant must, within 10 business days of receipt, complete the required form and provide the required documentation. Failure to do within the 10 days of receipt three or more times, or after two requests during a single annual recertification by BCHA will result in the tenant's lease not being renewed and removal from BCHA's waitlist.
4. Renters are required to abide by all terms of the lease completely and these Policies. If they do not, their lease will not be renewed or they may be given a thirty (30) day Notice to Vacate.
5. Should it be determined that a tenant was justly evicted from a Community Housing Unit, the tenant will also be terminated from the BCHA's permanent housing program but may be eligible for transitional housing. The tenant will not be eligible to reapply for a period of 5 years.

D. Exceeding Income Limits at Re-Certification

If, upon review and re-certification, BCHA determines that the Tenant no longer meets the minimum Income Category requirements (up to a maximum of 2 income categories over deed restriction category), the Tenant may continue to rent and occupy the Community Home. With an income increase at 1 category higher than their original income, the tenant will pay the same rent rate. When the tenant achieves an income increase that is 2 categories above their income at intake, the tenant may remain in place for up to twelve (12) additional months at the rent rate increased to their new income category. The original rent amount will be paid to the landlord and the difference between the categories will be paid to the BCHA Housing Fund. During these twelve (12) months' times, the BCHA team may work with the tenant to identify alternate housing.

E. Maximum rental rates

1. Maximum Housing Costs are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This cost includes rent, any fees charged to the tenant, and essential utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.
2. The Maximum Housing Costs for Community Housing are published by BCHA online and updated annually.
3. Lease terms must account for estimated or actual utilities and charge less than the Maximum Housing Cost associated with the income level and unit size.
4. Please contact BCHA for a Utility Allowance Analysis based on each unit's size, appliances, and heat source to get a net rental rate figure.