



Thank you, Thank you!

A survey was sent out this February asking if you read the newsletter and for any requests for information.

I would like to thank those of you who took the time to respond and will try to answer the questions and requests that were mailed back.

The purpose of the newsletter is to make you a more informed property owner or manager and hopefully to create a relationship between yourself and our agency that will benefit both parties. We want you to view us as a helpful resource to bringing you and a good tenant together.

We are currently experi-

encing a drastic downturn in leased properties on the Section 8 program and must address ways to turn that around.

As I have said before, funding decreases when HUD sees money unspent. It's a logical conclusion that if you are not using it, you don't need it.

I refuse to believe that there are no more eligible clients out there for us to serve. That no one else needs rental assistance or a decent place to live. Or that other landlords would not profit from participation in our program.

So let's work together to get those vouchers used

and families placed!

Another survey is planned for the fall that will ask for suggestions to improve and expedite the process of approval of a unit. I know, I know. No inspections, right? Seriously, we know things can be done better and we want to hear your ideas. As long as they conform to HUD policy and agency procedure, we will consider them.

Successful people do the things unsuccessful people don't like to do."

—Earl Nightingale

How are Terminations Different in Section 8?

In the subsidized housing program Federal regulations restrict the reasons for terminating a lease and define the notice which must be given to the tenant.

Termination may only be for :

1. Material non-compliance with the lease.
2. Material failure to carry

out the obligations under the state landlord-tenant law.

3. Other good cause.

The termination notice must state:

1. Specific date of termination.
2. Reason(s) for termination with enough specificity to enable the tenant to prepare

a defense.

3. That if a suit is filed, tenant has a right to present a defense in court.

The notice must be sent by certified mail **and** personally served. (If personal service is not possible, the notice can be given to any **adult** to answers the door or it can be put under or through the door.

Inside this issue:

Twice Told Tales	2
Long Time No See!	2
Answers to Survey	2,3
Partners in Low Income Housing	3
Evictions in General	4

"Nobody has things just as he would like them. The thing to do is to be a success with what material I have. It is a sheer waste of time and soul power to imagine what I would do if things were different. They are not different." - Dr. Frank Crane

Twice Told Tales

I've been doing this job several years and I think I now have enough rich material for a best selling anecdotal book of my experiences. Some days I leave the office shaking my head in disbelief at the things that are said and done by both landlords and tenants. So, if times get real lean maybe my fortune will be in the retelling of stories (identities cleverly concealed, of course) that are sometimes amusing and sometimes disturbing.

I could tell the story of the young gentleman who claimed his mother sent him money each month from St. Louis by money order and that was his only means of income. (Interestingly, the money orders were all consecutively numbered and purchased at a convenience store here in town and dated within a day or two of each other. Later, said gentleman was the guest of

the local sheriff's office) I guess he thought we had just fallen off a turnip truck.

Or how about the landlord who didn't notify us the tenant had moved out and kept months of HAP payments? He considered it storage payment for stuff they had left behind. HUUHHH?

How about a request to allow a pit bull as a service animal? Wonder what service that animal could provide.

Maybe someone would pay to read about the tenant who had moved out of their unit into a friend's house but left behind her dogs. Essentially making her home a kennel.

Funny? Yes and no. While we can smile at the audacity of people to try and put one over on us, it is a constant battle to be wise stewards of the money we are granted

for Section 8 housing. It is also a perpetual dilemma as to how to address each case. We do not exist to eliminate people from the program, but to encourage participation. Nor are we commissioned to allow fraud to go unchallenged, and in all but one of these anecdotes, fraud is being committed.

Be mindful of your obligations as landlords and receivers of federal money and your responsibilities as taxpaying citizens of this country.

So many of my landlords notify me when they are aware of misdoing and I really appreciate their honesty and sense of integrity.

But, still, you gotta laugh at what people come up with. Just when you think you've seen it all....

LONG TIME NO SEE !

My apologies to my readers for not having published in such a long time. Staff changes have necessitated me prioritizing my time to the most essential aspects of my job to get things done. But isn't time an enemy of our most desired endeavors?

I really enjoy making the newsletter but don't enjoy reporting to you this

season that we are woefully underutilized in the Section 8 program. Only 77% of the funding is being spent, whereas our Public Housing program is at a 95% utilization rate. I envy their progress.

While I cannot relax the standards, I am sure there are ways to find families needing assistance that qualify and

units to house them.

HUD wants us to use at least 98% of funding or vouchers allotted to our agency.

Please contact the office whenever you have available housing. Also be aware of people in the community who may benefit from assisted rent.

Answers to Survey

We received 19 responses to the 48 survey cards sent out with 4 comments. Here are the replies to the requests on the comment cards.

1. Eligibility and how you figure rent, expenses and income.

Eligibility is determined by gross income before you take off eligible deductions. This is the first step in processing an application. Once a vouchered client brings in a Request for Tenancy Approval we calculate rent based on adjusted income after

deductions. Deductions can be for childcare while working or going to school, medical expenses, \$480 deduction for each minor child, \$400 deduction for elderly or handicapped, etc. For more information on figuring rents, contact our office and we will send you a sample calculation sheet to demonstrate the formula. It is difficult to show in print and each calculation will be different depending on unit, family adjusted income, utility allowance and payment standard.

2. Activities available for tenants and

statistics involving Housing Authority Residency.

The Section 8 program has no program for its clients and the only program currently serving the Public Housing program is the RAB pantry run by the RAB board. There are currently 98 families on the Section 8 program and 191 families in the Public Housing developments. Here is a break down of ethnicity and family characteristics for Public Housing and Section 8 housing.

Partners in Low Income Housing

In another issue we showed you the interior of the one Country Place three bedroom unit. This time I would like to show you the inside of a 2 bedroom apartment currently being leases at \$330 a month with trash included. Mexico Meadows is a site with 64 units.



Top left: kitchen with stove, fridge and dishwasher, bottom left: spacious living room with sliding glass doors, top right: one of two bedrooms, bottom right: bath with shower and tub.

As I write this newsletter I have received word that the "House has passed a National Housing Trust Fund Act. This act would establish a dedicated source of funding for the preservation, production and rehabilitation of affordable rental and homeowner units. There is no counterpart bill in the Senate but a companion bill may be introduced soon."

In a Statement of Administration Policy the current administration has stated that "The existing appropriations process provides ample opportunity for the administration and Congress to make housing investments serving the same purpose and goal" as the proposed Act. They have threatened to veto the bill.

Keep you eye on this bill as a potential source of funding for renovation of existing rental property.

Go to www.grants.gov

Answers to Survey (con't from page 2)

Children	102 PH	79 S8
Avg. Age	6 PH	8 S8
Single Families	162 PH	93 S8
Couples	27 PH	4 S8
Avg. Income		
PH	\$2,289.82	
Sec. 8	\$11,684.23	

3. A good sample of rental agreement and any grants available to fix up rental units.

I have sample lease agreements I got on line for nothing and you can find just about any form on line for free. A good lease states address of unit, parties to lease, date of execution and effective start date of lease, family members allowed to reside there, term of lease, provisions for continued

tenancy and any special conditions required of the tenancy. There should also be statements addressing when rent is due, penalty for late rent, rights of landlord in case of abandonment, where rent is to be paid, amount of deposit, terms under which a deposit will not be returned and a policy on pets, utilities provided and a listing of appliances that go with the unit. A good lease is like a letter you write to a tenant telling them what you expect of them and what they can expect of you.

For grant funding go the www.grants.org for the most current information on grants available and check the site on a frequent basis.

4. A landlord's rights concerning an eviction.

We are always cautioned to not give

legal advice, however, we can refer you to a wonderful guide compiled by Robert J. Wise called the "Missouri Landlord-Tenant Guide." It is based on Missouri State laws and you are welcome to come to the office and look up information in it. We cannot allow it out of the office since we have only one copy, but if you are interested in buying your own it is well worth the price. I believe we paid \$35.00 for our copy. A new edition includes a CD-Rom disc for computer use.

In the Section 8 program a landlord may evict for cause but it must be a legal eviction. This makes it doubly important to write a clear lease that can stand up in court should the need arise.

[resolve tenancy issues for more than](#)



MEXICO HOUSING AUTHORITY

Mexico Housing Authority
828 Garfield
P. O. 484
Mexico, MO 65265
Phone: 573-581-2294 ext. 231
Fax: 573-581-6636
Email: cmatt@sbcglobal.net

We're on the web! At
www.mha.com

Evictions in General

Evictions should be the last resort to resolve tenancy issues for more than one reason. They can involve legal expenses, be time consuming, therefore, rent revenue consuming, emotionally draining, and if the tenant is hostile, they may result in damage to the unit. However, if the need arises after talking to the tenant and getting no satisfaction to your requests to move you should arm yourself with the most information you can to successfully regain possession of your property.

There are three types of evictions:

Rent and possession which results from merely non-payment of rent. See §535.030, R. S. Mo.

Unlawful detainer which results when any person willfully and without force holds over any lands, tenements or their possessions, after the termination of the time for which they were demised or let to the person, or the persons under who such person claims; or after a mortgage or deed of trust has been foreclosed and the person has received written notice of

a foreclosure; or when premises are occupied incident to the terms of employment and the employee holds over after the termination of such employment; or when any person wrongfully and without force, by disseisin,* shall obtain and continue in possession of any lands, tenements or other possessions, and after demand made, in writing, for the delivery of such possession of the premises by the person having the legal right to such possession, or the person's agent or attorney, shall refute or neglect to vacate such possession. See § 534.030, R.S. Mo.

Immediate Eviction applies only in certain limited circumstances involving drug activity or dangers to persons or property. Usually no notice is necessary to initiate action and the landlord may continue to collect rent while the action is pending. New remedies of "partial eviction" and "probationary eviction" are set, persons other than the property owner may have eviction powers and restraining orders may be granted. See §441.710 through §441.880, R.S. Mo.

Immediate eviction may also apply if there is property damage in excess of twelve months' rent but certain reasonable attempts to abate the emergency condition

must be made.

Though I recommended a good guide to landlord/tenant rights in another article in this issue, you don't have to buy anything to research the Missouri state laws governing rent contracts and agreements. Visit the local library or go online to locate information. In the event that an eviction seems inevitable, consult an experienced eviction attorney for guidance. It may cost, but in the long run you will have recovered your property legally and without further complications.

* (recent dispossession)



