

**REGULAR CALENDAR**

**February 3, 2022**

**HOUSE OF REPRESENTATIVES**

**REPORT OF COMMITTEE**

**The Majority of the Committee on Judiciary to which  
was referred HB 1291,**

**AN ACT prohibiting discrimination against tenants  
holding certain vouchers for purposes of renting  
dwellings. Having considered the same, report the  
same with the following resolution: RESOLVED, that it  
is INEXPEDIENT TO LEGISLATE.**

**Rep. Joe Alexander**

**FOR THE MAJORITY OF THE COMMITTEE**

## **MAJORITY COMMITTEE REPORT**

Committee:	<b>Judiciary</b>
Bill Number:	<b>HB 1291</b>
Title:	<b>prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.</b>
Date:	<b>February 3, 2022</b>
Consent Calendar:	<b>REGULAR</b>
Recommendation:	<b>INEXPEDIENT TO LEGISLATE</b>

### **STATEMENT OF INTENT**

The majority of the Judiciary Committee believes this bill would exacerbate the housing crisis in our state. This bill would require landlords to accept Section 8 Housing Choice Vouchers. The problem here is the Section 8 Housing Choice Voucher itself. Once a Section 8 applicant is approved or an existing tenant obtains their voucher, then a landlord would be forced into accepting and complying with 77 pages of federal regulation and 12 pages of the Housing Assistance Program (HAP) contract with the landlord having no say in the regulations or the contract. Essentially, the landlord would be forced into entering into a government contract without any say in the content of that contract. In addition, the government can change the regulations at any time and future iterations of the contract again with the landlord having no say. More simply said, for approved applicants or existing tenants, the bill would force landlords to sign into a federal program with no say in the matter, which was strategically designed to be voluntary. These regulations and the HAP contract place many burdens and additional costs onto the landlord, all of which will be another pressure to raise rents and worsen our affordable housing issue. A provision of the bill allows a landlord to be excluded if their rent is higher than the rent allowed by the program. This will incentivize increasing rents. The program can raise their rent limit, which they may do easily, leading to a rent price war. Some insurance companies don't write insurance if Section 8 is more than a certain percentage of the tenants. This could cause increasing insurance rates and loss of coverage. The majority of the Judiciary Committee believes we need to fix the Section 8 program and incentivize landlords to participate in the program but not force it upon NH landlords.

Vote 11-10.

Rep. Joe Alexander  
FOR THE MAJORITY

Original: House Clerk  
Cc: Committee Bill File

## REGULAR CALENDAR

### Judiciary

**HB 1291**, prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings. **MAJORITY: INEXPEDIENT TO LEGISLATE. MINORITY: OUGHT TO PASS.**

Rep. Joe Alexander for the **Majority** of Judiciary. The majority of the Judiciary Committee believes this bill would exacerbate the housing crisis in our state. This bill would require landlords to accept Section 8 Housing Choice Vouchers. The problem here is the Section 8 Housing Choice Voucher itself. Once a Section 8 applicant is approved or an existing tenant obtains their voucher, then a landlord would be forced into accepting and complying with 77 pages of federal regulation and 12 pages of the Housing Assistance Program (HAP) contract with the landlord having no say in the regulations or the contract. Essentially, the landlord would be forced into entering into a government contract without any say in the content of that contract. In addition, the government can change the regulations at any time and future iterations of the contract again with the landlord having no say. More simply said, for approved applicants or existing tenants, the bill would force landlords to sign into a federal program with no say in the matter, which was strategically designed to be voluntary. These regulations and the HAP contract place many burdens and additional costs onto the landlord, all of which will be another pressure to raise rents and worsen our affordable housing issue. A provision of the bill allows a landlord to be excluded if their rent is higher than the rent allowed by the program. This will incentivize increasing rents. The program can raise their rent limit, which they may do easily, leading to a rent price war. Some insurance companies don't write insurance if Section 8 is more than a certain percentage of the tenants. This could cause increasing insurance rates and loss of coverage. The majority of the Judiciary Committee believes we need to fix the Section 8 program and incentivize landlords to participate in the program but not force it upon NH landlords. **Vote 11-10.**

Original: House Clerk

Cc: Committee Bill File

**REGULAR CALENDAR**

**February 3, 2022**

**HOUSE OF REPRESENTATIVES**

**REPORT OF COMMITTEE**

**The Minority of the Committee on Judiciary to which  
was referred HB 1291,**

**AN ACT prohibiting discrimination against tenants  
holding certain vouchers for purposes of renting  
dwellings. Having considered the same, and being  
unable to agree with the Majority, report with the  
recommendation that the bill OUGHT TO PASS.**

**Rep. Cam Kenney**

**FOR THE MINORITY OF THE COMMITTEE**

## **MINORITY COMMITTEE REPORT**

Committee:	<b>Judiciary</b>
Bill Number:	<b>HB 1291</b>
Title:	<b>prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.</b>
Date:	<b>February 3, 2022</b>
Consent Calendar:	<b>REGULAR</b>
Recommendation:	<b>OUGHT TO PASS</b>

### **STATEMENT OF INTENT**

The Housing Voucher Program is the largest housing assistance program in New Hampshire for low-income tenants. This bill would make a blanket refusal to accept voucher holders unlawful, but still allows landlords to apply the normal screening policies they would apply to every other applicant. Additionally, landlords can reject a voucher holder if the rent is higher than what the housing authority would approve. Also, landlords can reject a voucher holder if the apartment does not meet the minimum quality standards established by the Department of Housing and Urban Development (HUD). Landlords should not be allowed to discriminate against low-income families just because they want to avoid an untrue stigma. The demand for vouchers is so high, applicants are on a waiting list usually for five to eight years. Yet, after waiting years for the voucher, many tenants lose them because they may only have 90 days to secure housing, and they cannot find a landlord who will accept them in this short time frame. It is time for New Hampshire to join the rest of New England by making this discrimination unlawful.

Rep. Cam Kenney  
FOR THE MINORITY

Original: House Clerk  
Cc: Committee Bill File

## REGULAR CALENDAR

### Judiciary

**HB 1291**, prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings. **OUGHT TO PASS.**

Rep. Cam Kenney for the **Minority** of Judiciary. The Housing Voucher Program is the largest housing assistance program in New Hampshire for low-income tenants. This bill would make a blanket refusal to accept voucher holders unlawful, but still allows landlords to apply the normal screening policies they would apply to every other applicant. Additionally, landlords can reject a voucher holder if the rent is higher than what the housing authority would approve. Also, landlords can reject a voucher holder if the apartment does not meet the minimum quality standards established by the Department of Housing and Urban Development (HUD). Landlords should not be allowed to discriminate against low-income families just because they want to avoid an untrue stigma. The demand for vouchers is so high, applicants are on a waiting list usually for five to eight years. Yet, after waiting years for the voucher, many tenants lose them because they may only have 90 days to secure housing, and they cannot find a landlord who will accept them in this short time frame. It is time for New Hampshire to join the rest of New England by making this discrimination unlawful.

Original: House Clerk

Cc: Committee Bill File

**HOUSE COMMITTEE ON JUDICIARY**

**EXECUTIVE SESSION on HB 1291**

**BILL TITLE:** prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.

**DATE:** February 3, 2022

**LOB ROOM:** 206-208

**MOTIONS: INEXPEDIENT TO LEGISLATE**

Moved by Rep. Alexander Jr.

Seconded by Rep. McLean

Vote: 11-10

**CONSENT CALENDAR: NO**

**Statement of Intent:** Refer to Committee Report

Respectfully submitted,

Rep Kurt Wuelper, Clerk



2021 SESSION

Judiciary

Bill #: 1291 Motion: ITL AM #: \_\_\_\_\_ Exec Session Date: 2-3-22

<u>Members</u>	<u>YEAS</u>	<u>Nays</u>	<u>NV</u>
Gordon, Edward M. Chairman	✓		
McLean, Mark Vice Chairman	✓		
Sylvia, Michael J.	✓		
Wuelper, Kurt F. Clerk	✓		
Alexander, Joe H.	✓		
<del>Rice, Kimberly A.</del> EDWARDS	✓		
<del>Silber, Norman J.</del> MERNER	✓		
Greene, Bob J.	✓		
Kelley, Diane E.	✓		
<del>Tausch, Lindsay</del> ANDRUS	✓		
Trottier, Douglas R.	✓		
Smith, Marjorie K.		✓	
<del>Berch, Paul S.</del> WOODS		✓	
Horrigan, Timothy O.		✓	
DiLorenzo, Charlotte I.		✓	
Chase, Wendy		✓	
Kenney, Cam E.		✓	
Langley, Diane M.		✓	
McBeath, Rebecca Susan		✓	
Paige, Mark		✓	
Simpson, Alexis		✓	

*Handwritten signature*

11

10



## HOUSE COMMITTEE ON JUDICIARY

### PUBLIC HEARING ON HB 1291

**BILL TITLE:** prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings

**DATE:** 1-19-22

**LOB ROOM:** 206/8

**Time Public Hearing Called to Order:** 1:00 PM

**Time Adjourned:** 2:10 PM

**Committee Members:** Rep Gordon, ~~McLean~~, Wuelper, Sylvia, ~~Alexander Jr.~~, ~~Notter~~, ~~Merner~~, ~~Greene~~, ~~D. Kelley~~, ~~Andrus~~, ~~Trottier~~, ~~M. Smith~~, ~~Borch~~, **Horrigan, DiLorenzo, Chase, Kenney, Langley, McBeath, Paige and Simpson**

#### **Bill Sponsors:**

**Rep. Kenney, Straf. 6; Rep. Chase, Straf. 18; Rep. Horrigan, Straf. 6; Rep. M. Smith, Straf. 6; Rep. T. Smith, Hills. 17; Rep. Wilhelm, Hills. 42; Rep. Grossman, Rock. 18; Sen. Rosenwald, Dist 13; Sen. Watters, Dist 4; Sen. Soucy, Dist 18**

#### TESTIMONY

\* Use asterisk if written testimony and/or amendments are submitted.

**Rep. Kenney Sponsor Support** This bill intends to protect a tenant who uses a Section 8 housing voucher from denial except in a few special circumstances. Landlords can continue screening tenants as they always do. It may take years to get accepted into the voucher system and then, may be denied housing because they hold one of these vouchers.

**Rep Horrigan Straf 6 Support** Housing Choice voucher programs are very popular with tenants who qualify. You will hear about how bad the tenants are, but data shows these tenants take better care of property and stay longer than most others. This bill will help all tenants by making landlords more aggressive about maintaining their property.

**Q Sylvia:** Human Rights Commission protects people for protected classes, how does a voucher fit into one of those?

**Ans:** It doesn't, but the commission has other duties in addition including some related to rentals.

**Q DiLorenzo:** Is there a lot of disinformation about Section 8?

**Ans:** ES and I will try to dispel some by handing out a fact sheet.

**Rep Gaby Grossman Rock 18 Bipartisan disability caucus Support** As a mother of an autistic young man, the Housing voucher system is critical to him finding good housing. We have a serious shortage of housing that supports people with disabilities. 70% of people with disabilities report difficulty finding housing and HB 1291 will help reduce that number.

**\*Elliot Berry NH Legal Assistance Supports** I've worked with NHLA for over 40 years and have a couple of handouts for you. [see written]. More than 27,000 households in NH pay more than half their income for rent. Most people who get Section 8 vouchers have been waiting for on over 5 years. Many have previous evictions for non-payment because they have been among those paying over half their income. The vouchers are a good deal for the landlord because most of the rent is guaranteed. Any shortfall will be comparatively small. A chart in my handout shows 1591 vouchers were issued and 284 expired because people couldn't find acceptable housing. The bill simply says you can't refuse because of a voucher. It does not require that any tenant be accepted. Landlords can charge whatever rent they want and the law says that if the rent is higher than the Housing authority will approve, denial is not discrimination. The law will not prevent all discrimination, but it will encourage many landlords to take more voucher holders as tenants. The bill could be expanded to cover more people. It exempts small rental units. Over 60% of people helped by NH Housing Finance Authority are persons with disabilities.

**Q DiLorenzo:** Does NH Finance evaluate tenants?

**Ans:** No.

**Q Langley:** You say vouchers expire after 60 days with possible extensions of 30 days. Why?

**Ans:** HUD realizes that, at some point, the voucher is just not being used and someone else could use it better.

**David Cline Self Opposed** I am a landlord and 80 percent of my tenants are covered by Section 8, but I took that on by free choice. The Housing Choice program add additional work for the landlord. Documents have to be revised, etc., etc. Looking at the documents I handed out: I have never had anyone asking to inspect for all the issues spelled out in #1. Every year I have to write a letter [#2] certifying I comply with all the rules. Also, under section 8, we can adjust the tenant-rent relationship... #3 shows several such changes for a single tenant. We had a tenant who thought she had better housing, but something failed and she came back. We asked for her to be accepted into housing Choice and couldn't make that work, which should have made her homeless. Because the bill does not explicitly say we can use all other screenings for tenants, the courts may well tell us we cannot use some/all of them which would be a serious problem for landlords and other tenants. The answer to low-cost housing is more housing not forcing the landlords to participate in a program they do not want to be part of.

**Q Langley:** As I look at these requirements, they look like standard safety issues.?

**Ans:** Yes. I comply with all of them and my issue is with the variances in enforcement.

**Elissa Margolin Housing Alliance (?) NH Supports** Voucher holders only have about a 60% success rate in using these vouchers because too many landlords can charge too much rent. We need these vouchers mandated to make this tool viable.

**\*Nick Norman; AANH Opposed** A bill this large has many bad effects on landlords and the housing market. Section 8 was and is designed to be a voluntary program. Using the program requires extra costs to landlords, or which you have heard some already. When you have a section 8 tenant you are forced into the most restrictive part of the Lead remediation laws. The bill is unclear about doing normal screening which opens the landlord to discrimination lawsuits. The program comes with various inspection and delays. I can normally find a tenant housing within a day or two but that extends to a week or more for a section 8 tenant. It used to be better than it is now. Landlord used to be guaranteed 2 months' rent. No longer. It is the program that makes these vouchers undesirable; it is the program. Section 8 is at least three times as complicated as signing another tenant. The Section 8 rules also contain many objectionable contract details. It is not the source of the money that puts landlords off it is the program itself.

**Q Langley:** is there still a subsidy from HUD for lead abatement?

**Ans:** Yes, but I. was referring to other activities beyond abatement.

**Q** Talking about complexity, have you worked with NH Finance to simplify the rules?

**Ans:** That is where we need to focus our attention. There is a very large effort with landlords and HUD attempting to find solutions. One thing is in many cases the program pays the property owners a \$1,000 incentive. That indicates how onerous it is.

**Q Simpson:** You spoke about lawsuits: Can you explain?

**Ans:** Yes, the way the bill is written landlord can be sued for discrimination for just using normal screening

**\*Ellen Groh Concord Coalition to End Homelessness Supports** Most of ghe people we serve need a rental subsidy. This Summer 11 of our clients got vouchers but most have not been used despite our offering landlords an incentive. I believe that is because landlords simply discriminate against the voucher users. Will submit email.

**Carol Lizotte Concord Coalition Support** I have worked with the homeless for the last 5 years. In the last month I have reached out to 61 landlords of which 21 have said they will absolutely not work with anyone using any kind of subsidy. Even with the extra support Ellen spoke about, these landlords would not even talk about accepting a voucher recipient. In the last 5 years homeless in concord has quadrupled. I agree the Section 8 program needs work, but it is better than nothing.

**Steven Lewis Self Support** I am a builder and landlord. I build multi-family buildings and haven't had the problems you have heard about today. I have not experienced problems with Section 8 tenants. When I go to build a new project, people think I don't do police checks or other rental screening tools. I do. I've been doing this for 40 years and my experience has been good with this program.

**Bree Whalon Self Supports** I am a voucher holder, an artist, have MS, and in recovery for over 5 years. I have good references from landlords' neighbors, etc. I am a good tenant. Out of every 100 apartments I look at online only about 20 might even be open to Section 8. The challenges I hear about from landlords, to me, are just part of the occupation they choose. Why should I not get a chance at fair housing because I have a voucher?

**Lindsey Lincoln NH Legal Assistance and Supports** The problem of rent changes during the term of the lease for a Section 8 is solely based on the income of the tenant, not the Housing Authority. Eviction for cause remains totally acceptable. The bill doesn't deny the use of normal screening tools.



Rep Kurt Wuelper, Clerk



# House Remote Testify

## Judiciary Committee Testify List for Bill HB1291 on 2022-01-19

Support: 0 Oppose: 1 Neutral: 0 Total to Testify: 0

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<u>Name</u>	<u>City, State</u> <u>Email Address</u>	<u>Title</u>	<u>Representing</u>	<u>Position</u>	<u>Testifying</u>	<u>Non-Germane</u>	<u>Signed Up</u>
Watters, Senator David	Dover, NH david.watters@leg.state.nh.us	An Elected Official	Myself	Support	No	No	1/14/2022 12:23 PM
Rosenwald, Cindy	Concord, NH cindy.rosenwald@leg.state.nh.us	An Elected Official	SD 13	Support	No	No	1/14/2022 12:27 PM
Blais, Vanessa	Manchester, NH Bessblais@gmail.com	A Member of the Public	Myself	Support	No	No	1/14/2022 1:43 PM
Staub, Kathy	MANCHESTER, NH kstaub@comcast.net	A Member of the Public	Myself	Support	No	No	1/14/2022 1:55 PM
Weston, Joyce	Plymouth, NH jweston14@roadrunner.com	An Elected Official	Myself	Support	No	No	1/15/2022 9:58 AM
Brown, Joede	Manchester, NH joede1123@yahoo.com	A Member of the Public	Myself	Support	No	No	1/15/2022 10:29 AM
Pimentel, Rod	Henniker, NH Rod.pimentel@leg.state.nh.us	An Elected Official	Myself	Support	No	No	1/15/2022 11:31 AM
Gordon, Carolyn	Hanover, NH csgordon@dartmouth.edu	A Member of the Public	Myself	Support	No	No	1/15/2022 9:06 PM
Hamer, Heidi	Manchester, NH heidi.hamer@leg.state.nh.us	An Elected Official	Myself	Support	No	No	1/16/2022 8:33 AM
Glass, Jonathan	Cornish, NH jglass1063@gmail.com	A Member of the Public	Myself	Support	No	No	1/16/2022 9:30 AM
Tetley, Todd	Concord, NH toddjtetley@gmail.com	A Member of the Public	Myself	Support	No	No	1/16/2022 1:24 PM
Howland, Curtis	Manchester, NH howland@priss.com	A Member of the Public	Myself	Oppose	No	No	1/16/2022 5:43 PM
Wazir, Safiya	Concord, NH S.wazir@leg.state.nh.us	An Elected Official	Myself and my constituents	Support	No	No	1/17/2022 7:21 AM

Fenner-Lukaitis, Elizabeth	Warner, NH glukaitis@mcttelecom.com	A Member of the Public	Myself	Support	No	No	1/17/2022 7:32 AM
Nicholson, Lisa	Newmarket, NH Lisarnicholson@yahoo.com	A Member of the Public	Myself	Oppose	No	No	1/17/2022 9:07 AM
Feder, Marsha	Hollis, NH marshafeder@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 9:47 AM
Foley, Mary Ellen	Manchester, NH mefrsm@comcast.net	A Member of the Public	Myself Mary Ellen Foley	Support	No	No	1/17/2022 10:06 AM
Dewey, Karen	NEWPORT, NH pkdewey@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 10:34 AM
Straiton, Marie	Pembroke, NH m.straiton@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 10:36 AM
Lindpaintner, Lyn	Concord, NH lynlin@bluewin.ch	A Member of the Public	Myself	Support	No	No	1/17/2022 11:36 AM
Blanchard, Sandra	Loudon, NH sandyblanchard3@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 11:48 AM
Torpey, Jeanne	Concord, NH jtorp51@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 12:35 PM
Grossi, Anne	Bedford, NH adgrossi7982@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 12:43 PM
Podlipny, Ann	Chester, NH apodlipny57@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 12:44 PM
heath, mary	Manchester, NH m.heath@comcast.net	An Elected Official	Myself	Support	No	No	1/17/2022 12:51 PM
Stagnone, Leah	Litchfield, NH leahstagnone@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 1:04 PM
Hegfield, Laura	Amherst, NH laurahegfield@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 1:05 PM
Whitaker, Frances	Manchester, NH fmwhitaker@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 1:15 PM
Burr, Emily	Canterbury, NH revemilyburr@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 1:22 PM
Hayward, Marcia	Laconia, NH mjhayward131@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 1:23 PM
Oxenham, Lee	Plainfield, NH leeoxenham@comcast.net	An Elected Official	Myself	Support	No	No	1/17/2022 1:35 PM

Weber, Jill	Mont Vernon, NH jill@frajilfarms.com	A Member of the Public	Myself	Support	No	No	1/17/2022 2:12 PM
Phillips, Katie	Somersworth, NH Kphillips1315@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 2:24 PM
Spinney, Catherine M	Pelham, NH cspinney58@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 2:25 PM
Lynch, Chrisinda	Concord, NH cmmelynch@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 3:25 PM
Savard, Stephanie	Derry, NH ssavard@nhceh.org	A Member of the Public	New Hampshire Coalition to End Homelessness	Support	No	No	1/17/2022 3:39 PM
Davidson, Suellen	Hollis, NH suellendavidson@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 3:57 PM
Reed, Sarah	Concord, NH stubbs.saraha@gmail.com	A Member of the Public	Myself	Oppose	No	No	1/17/2022 4:06 PM
Reed, William	Concord, NH willie.b.reed@gmail.com	A Member of the Public	Myself	Oppose	No	No	1/17/2022 4:07 PM
Hughes, Corry	Jefferson, NH corryhughes@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 4:22 PM
Smith, Sara	Pembroke, NH sara.rose.ssmith@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 5:06 PM
Berk, Bruce	Pittsfield, NH bruce.berk.nh@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 5:20 PM
Ballentine, John	Nashua, NH mikeb@btine.com	A Member of the Public	Myself	Support	No	No	1/17/2022 5:28 PM
Dontonville, Roger	Enfield, NH rdontonville@gmail.com	An Elected Official	Myself	Support	No	No	1/17/2022 5:28 PM
Laker-Phelps, Gail	Chichester, NH lpsart@tds.net	A Member of the Public	Myself	Support	No	No	1/17/2022 5:40 PM
Keilig, Pamela	Concord, NH pkeilig@nhcadsv.org	A Lobbyist	New Hampshire Coalition Against Domestic and Sexual Violence	Support	No	No	1/17/2022 5:52 PM
Koch, Helmut	Concord, NH helmut.koch.2001@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 7:29 PM
Nelson, Elizabeth	Derry, NH BethDavid@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 7:30 PM
Douglas, Frank	Manchester, NH frankiedptc@yahoo.com	A Member of the Public	Myself	Support	No	No	1/17/2022 7:33 PM

Dontonville, Anne	Enfield, NH Ardontonville@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 7:46 PM
Corell, Elizabeth	Concord, NH Elizabeth.j.corell@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 7:50 PM
Garland, Ann	LEBANON, NH annhgarland@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 8:15 PM
Brunelle, Leigh	Manchester, NH lbrunelle11@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 8:28 PM
Roy, Leo	Manchester, NH lbroy25@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 8:28 PM
Chase, Wendy	Rollinsford, NH wendy.chase@leg.state.nh.us	An Elected Official	Myself	Support	No	No	1/17/2022 8:31 PM
Kelly, Jon	Penacook, NH jonmkelly@gmail.com	A Member of the Public	Myself	Oppose	No	No	1/17/2022 9:13 PM
Brown, Nancy	Hudson, NH nancybr222@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 9:16 PM
Davidson, Stuart	Hollis, NH studavidso@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 9:17 PM
Oxenham, Evan	Plainfield, NH evan.oxenham@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 9:42 PM
perencevich, ruth	concord, NH rperence@comcast.net	A Member of the Public	Myself	Support	No	No	1/17/2022 9:45 PM
Damon, Claudia	Concord, NH cordsdamon@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 9:50 PM
Vincent, Laura	Loudon, NH lvlauravincen5@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 10:02 PM
Murphy, Hon. Nancy A	Merrimack, NH Murphy.nancya@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 10:23 PM
Aronson, Laura	MANCHESTER, NH laura@mlans.net	A Member of the Public	Myself	Support	No	No	1/17/2022 10:25 PM
Crompton, Misty	New Boston, NH m.crompton.snhu@gmail.com	A Member of the Public	Myself	Support	No	No	1/17/2022 11:15 PM
Gilman, Representative Julie	Exeter, NH julie.gilman@leg.state.nh.us	An Elected Official	Town of Exeter	Support	No	No	1/17/2022 11:49 PM
Paszko, Sandra	Danville, NH sandrazap@myfairpoint.net	A Member of the Public	Myself	Support	No	No	1/18/2022 12:20 AM



Paszko, Zigmund	Danville, NH sandrazap@myfairpoint.net	A Member of the Public	Myself	Support	No	No	1/18/2022 12:23 AM
Lewis, Elizabeth	Nashua, NH ecop.lewis@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 6:24 AM
Hussey, Heather	Barrington, NH hdhussey@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 7:15 AM
Falk, Cheri	Wilton, NH falk.cj@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 8:07 AM
Falk, Stephen	Wilton, NH Falkfinewoodworking@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 8:08 AM
Clark, Denise	Milford, NH denise.m.clark03055@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 8:09 AM
Richardson, Daniel	Nashua, NH daniel6_22@comcast.net	A Member of the Public	Myself	Oppose	No	No	1/18/2022 8:16 AM
Oakes, Danielle	Dalton, NH danielloakes1121@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 8:21 AM
Parker, Sharon	Enfield, NH parker20@juno.com	A Member of the Public	Myself	Support	No	No	1/18/2022 8:40 AM
Mace, Peggy	Dover, NH Peggy.mace@comcast.net	A Member of the Public	Myself	Support	No	No	1/18/2022 8:49 AM
Cahill, Michael	Newmarket, NH michael.cahill@leg.state.nh.us	An Elected Official	Myself	Support	No	No	1/18/2022 9:26 AM
Findley, Sally	Grantham, NH findley.se@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 9:31 AM
Tucker, Katherine	Wilmot, NH katherine.s.tucker@valley.net	A Member of the Public	Myself	Support	No	No	1/18/2022 10:26 AM
Burnap, Linda	Wolfeboro, NH 54able@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 10:32 AM
Istel, Claudia	Acworth, NH cistel79@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 10:41 AM
Erickson, Amy	Wolfeboro, NH ableacres@outlook.com	A Member of the Public	Myself	Support	No	No	1/18/2022 10:59 AM
Doherty, David	Pembroke, NH ddoherty0845@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 11:37 AM
Lemay, Brandon	Manchester, NH brandon@radnh.org	A Lobbyist	Rights & Democracy	Support	No	No	1/18/2022 11:56 AM

Keeler, Margaret	New London, NH peg5keeler@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 2:02 PM
Brown, Alana	Hudson, NH alana.n.brown222@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 2:02 PM
Yen, Lidia	Pembroke, NH lyen@afsc.org	A Member of the Public	Myself	Support	No	No	1/18/2022 2:08 PM
Hurley, Paula	Concord, NH graffymanor@comcast.net	A Member of the Public	Myself	Support	No	No	1/18/2022 2:24 PM
Spike, Barbara	Plymouth, NH baspol17@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 2:39 PM
Alegria, Ingrid C.	Temecula, CA thatiantgr8@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 3:13 PM
nowell, cody	Washington, NH nowellcody@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 3:48 PM
Hamer, Gary	Manchester, NH ghamer@mansd.org	An Elected Official	Myself	Support	No	No	1/18/2022 4:02 PM
Hamer, Geoffrey	Manchester, NH geoffh87@aol.com	A Member of the Public	Myself	Support	No	No	1/18/2022 4:03 PM
Jones, Andrew	Pembroke, NH arj11718@yahoo.com	A Member of the Public	Myself	Support	No	No	1/18/2022 4:09 PM
Houle, Autumn	Candia, NH autumnkatherinehoule@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 4:13 PM
Zaenglein, Eric	Amherst, NH henley11@comcast.net	A Member of the Public	Myself	Support	No	No	1/18/2022 4:48 PM
Zaenglein, Barbara	AMHERST, NH bzaenglein@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 4:49 PM
Brown, Cody	Hudson, NH allstrikes.cb@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 4:50 PM
Robinson, Ellis	Grantham, NH EllisMMRobinson@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 5:07 PM
Warner, Kelly	Exeter, NH kellwarner@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 5:23 PM
Davis, Gregory	Salem, NH glospreys@comcast.net	A Member of the Public	Myself	Support	No	No	1/18/2022 5:27 PM
Siegart, Diane	Thornton, NH dsiegart@comcast.net	A Member of the Public	Myself	Support	No	No	1/18/2022 6:06 PM

Gildersleeve, Darlene	HOPKINTON, NH dmcote88@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 6:21 PM
Johnson, Kayla	East Lansing, MI john7171@msu.edu	A Member of the Public	Myself	Support	No	No	1/18/2022 6:27 PM
perez, maria	milford, NH mariaeli63@gmail.com	An Elected Official	Myself	Support	No	No	1/18/2022 7:01 PM
Lafond, Mandy	Manchester, NH Mandylafond@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 7:31 PM
Medina-Tadeo, Monserrat	Brunswick, GA monserrattadeo0430@icloud.com	A Member of the Public	Myself	Support	No	No	1/18/2022 7:36 PM
Brennan, Nancy	Weare, NH burningnan14@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 7:39 PM
Rettew, Annie	Concord, NH abrettew@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 8:24 PM
Walthour, Susan	KEENE, NH nusu57@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 8:25 PM
Holt, David	Somersworth, NH davholt@aol.com	A Member of the Public	Myself	Support	No	No	1/18/2022 9:13 PM
Almy, Susan	Lebanon, NH susan.almy@comcast.net	An Elected Official	Myself	Support	No	No	1/18/2022 9:20 PM
Campbell, Karen	Epsom, NH klynncampbell50@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 9:26 PM
Haigh, Jane	Manchester, NH jhaighak@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 9:38 PM
Richman, Susan	Durham, NH susan7richman@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 10:06 PM
Mott-Smith, Wiltrud	Loudon, NH wmottsm@worldpath.net	A Member of the Public	Myself	Support	No	No	1/18/2022 10:10 PM
Woods, Renia	Bow, NH renia.woods1@gmail.com	A Member of the Public	Myself	Support	No	No	1/18/2022 10:56 PM
Ellermann, Maureen	Concord, NH ellermannf@aol.com	A Member of the Public	Myself	Support	No	No	1/19/2022 5:19 AM
Brady, Daniel	Concord, NH dbinnh05@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 6:51 AM
Meuse, David	Portsmouth, NH David.Meuse@leg.state.nh.us	An Elected Official	ROCKINGHAM 29	Support	No	No	1/19/2022 7:21 AM

Cook, Barbara	Canterbury, NH Bdc7@aol.com	A Member of the Public	Myself	Support	No	No	1/19/2022 7:34 AM
Chester, Russan	Bedford, NH russan.chester@gmail.com	A Member of the Public	Myself	Oppose	No	No	1/19/2022 7:36 AM
LOVETT, CHARLENE	CLAREMONT, NH charlenelovett2022@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 7:50 AM
Gillis, Robert	Hancock, NH gillistr23@myfairpoint.net	A Member of the Public	Myself	Support	No	No	1/19/2022 7:55 AM
Melanson, Stephen	Rindge, NH stephen@mworksource.org	A Member of the Public	Myself	Support	No	No	1/19/2022 8:03 AM
Green, Patricia	MILFORD, NH pgreen821@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 8:08 AM
Orkin, Susan	Grantham, NH susanorkin@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 8:32 AM
Donnelly, Ryan	Hudson, NH rdonnelly@gsil.org	A Member of the Public	Granite State Independent Living	Support	No	No	1/19/2022 8:43 AM
Simard, Richella	Concord, NH richella.simard@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 8:45 AM
Chretien, Jacqueline	Manchester, NH jackie.chretien@leg.state.nh.us	An Elected Official	Hillsborough 42	Support	No	No	1/19/2022 8:51 AM
Frost, Sherry	Dover, NH s.frost@leg.state.nh.us	An Elected Official	Myself	Support	No	No	1/19/2022 9:00 AM
Lamphier, Regan	Nashua, NH ReganBurkeLamphier@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 9:15 AM
Fraysse, Michael	Epsom, NH mikefraysse@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 9:18 AM
knoy, sarah	Manchester, NH sjknoy@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 9:50 AM
Devore, Gary	Pembroke, NH torin_asheron@yahoo.com	A Member of the Public	Myself	Support	No	No	1/19/2022 10:01 AM
Young, Elizabeth	Concord, NH youngelizabeth890@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 10:15 AM
skibbie, michael	concord, NH mikes@drenh.org	A Lobbyist	Disability Rights Center - NH	Support	No	No	1/19/2022 10:27 AM
Diaz-Alvarez, Lisa	GOFFSTOWN, NH teamdiaz2@trynorthpoint.com	A Member of the Public	Myself	Oppose	No	No	1/19/2022 10:52 AM

Diaz-Alvarez, Rafael	GOFFSTOWN, NH teamdiaz1@trynorthpoint.com	A Member of the Public	Myself	Oppose	No	No	1/19/2022 10:53 AM
McKernan, Timothy	Pembroke, NH timm@ablenh.org	A Member of the Public	ABLE-NH	Support	No	No	1/19/2022 11:31 AM
Yanuskevich, Denise	Nashua, NH Yana415@gmail.com	A Member of the Public	my child	Support	No	No	1/19/2022 12:19 PM
Canada, David	Stratham, NH canadafamily@comcast.net	A Member of the Public	Myself	Oppose	No	No	1/19/2022 12:33 PM
Archibald, Janan	Portsmouth, NH j.archibald@oneksyservices.org	A Member of the Public	Myself	Support	No	No	1/19/2022 1:47 PM
Stinson, Benjamin	CONCORD, NH benrkstinson@gmail.com	A Member of the Public	Myself	Support	No	No	1/19/2022 2:58 PM
Menning, Matthew	Bow, NH mmenning@elmgrovecompanies.com	A Member of the Public	Myself	Oppose	No	No	1/19/2022 4:30 PM
Schleyer, Chris	Manchester, NH cschleyer@elmgrovecompanies.com	A Member of the Public	Myself	Oppose	No	No	1/19/2022 4:32 PM
Norman, Nick	Derry, NH NickNorman@yahoo.com	A Member of the Public	Apartment Association of NH	Oppose	No	No	1/19/2022 11:21 PM
Peirce, William	Kittery, ME wf5@yahoo.com	A Member of the Public	Myself	Oppose	No	No	1/19/2022 11:31 PM

HB1291 Testimony

Dear legislators,

I am writing in opposition to HB 1291 which would establish Section 8 renters as a protected class. When is there going to be a bill introduced to help landlords? It seems that the term "landlord" immediately takes on a negative connotation and we are consistently under attack. Just a couple of examples would be the eviction moratoriums and the forced passing of the lead paint bill a while back.....we repeatedly are getting the short end of the stick and taking blame as the scapegoats. WE ARE NOT THE ENEMY. There always seems to be laws drafted tipping the scales even further toward tenant rights and stripping landlords of our rights. I don't write to legislators often, if ever, but am getting fed up with regulations repeatedly targeting us. Please stand up and do something about it. Thank you.

Chip Larson    Chip and Sarah Larson [chipandsarahlarson@hotmail.com](mailto:chipandsarahlarson@hotmail.com)

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Dear Committee Members

I ask that you vote HB 1291, which would make tenant vouchers secured through the Section 8 program mandatory on landlords, inexpedient to legislate.

First and foremost, the State of New Hampshire should not seriously consider requiring a NH businessperson to enter into a contract with the Federal Government when that businessperson has absolutely no say in the terms of the contract. I firmly believe that when I rent an apartment to a person it is their castle. However, until that time it is still my private property. I should have a say in the terms of any binding agreement. With Section 8, there is none. If I can't agree to the terms, I am now free to walk away. That is as it should be.

Among other concerns, entering into an agreement with the Feds opens a landlord to Federal regulations that do not exist under NH state law. HB 1291 would effectively subject NH people to expanded federal regulation, including COVID focused requirements not enacted by the General Court or the Governor.

Several people testified in favor of this bill at the public hearing you held last week. What they all described was the lack of housing, especially affordable housing, currently being experienced. This is a totally different issue from landlords not accepting housing authorities' vouchers. HB 1291 will do nothing to add housing to the marketplace and, contrary to its intent, will exacerbate the affordable housing supply situation.

This well intentioned bill should be a non-starter because it is not fair to business owners and will not solve the problems of the economically disadvantaged.

Finally, RSA 354 and the State Commission for Human Rights are important safeguards for disadvantaged people and those in demographic groups historically subjected to discrimination. The statute reads: "*354-A:8 Equal Housing Opportunity Without Discrimination a Civil Right. – The opportunity to obtain housing without discrimination because of age, sex, gender identity, race, creed, color, marital status, familial status, physical or mental disability or national origin is hereby recognized and declared a civil right. In addition, no person shall be denied the benefit of the rights afforded by this section on account of that person's sexual orientation*". Where does possession a housing voucher fit in this list?

I ask you again to find this inexpedient to legislate.

Thank you

David Canada  
Stratham, NH

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Hello Republican members of Judiciary:

I thought HB 1260 (making immunization status a protected class) would have a tough time in Committee because of the stigma associated with protected classes, and perhaps it still will. I did not ask anyone to sign in support of this bill. To my surprise, the bill has attracted a great deal of support and it's clear NH residents want the legislature to grant protection.

HB1291 Testimony

If there is interest, I would amend my bill so that schools would not be affected by the law. This is how the Montana bill is written. I have attached a copy of the Montana bill showing how this exception is written in the bill.

House Judiciary

HB1260

**Support: 485 | Oppose: 87 | Neutral: 4**

Thank you for your consideration,

Juliet

**Juliet Harvey-Bolia**

NH House of Representative, Belknap County Dist. 4- Tilton & Sanbornton  
Resources, Recreation & Development Committee, Clerk  
Public Water Access Advisory Board, Member  
Winnisquam Regional School District Budget Committee, Member

Tilton Main Street Committee, Member  
66 Dunlop Drive  
Tilton, NH 03276  
603.238.6627

Fellow colleagues please also note:

- HB 1210 will not protect employees or healthcare patients from vaccine discrimination and doesn't provide any workplace/healthcare setting privacy.

Employees may be granted their exception only to be subsequently fired, segregated in the workplace or otherwise shamed.

I have heard several complaints from unvaccinated patients at Dartmouth and CMC being denied treatment after staff discovered their vaccine status.

Thank you very much for reading and for your consideration,

Juliet

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To the members of the House Judiciary Committee,

Please Kill HB 1291

My name is Lindsay Raynes. My husband and I own a home in Madbury where we live with our young family. We are resident landlords. We have a single unit over the garage. I urge you to kill HB1291. It makes no provisions for resident landlords. We do not turn a profit off of the rental unit. It helps us afford our mortgage and property taxes. Money is tight for us already and section 8 is not a guarantee of payment for the full amount of the rent. It increases our costs and comes with the real possibility of losing our homeowner's insurance. Furthermore, forcing us into a government contract that is 100s of pages long in which we have no say is wrong. If it's not illegal to force private citizens into a voluntary government contract, it should be.

HB1291 Testimony

HB1291 has two express provisos that would allow a landlord to deny a tenant who is on section 8. The first is if the housing authority fails to meet the Housing Quality Standards. The second is if the rent charged for the dwelling is above the limit that the housing voucher and legally approve, provided that that amount is the same the landlord is charging for comparable units. Any person ought to see that this incentivizes across the board price increases for all rental units statewide. And, where does it leave people who only have one rental unit? Many landlords in this state are families just like mine. They have a unit attached to their home that helps them make ends meet. I've read this bill and I see nothing in it that indicates that the drafters are even aware that many of us landlords are just people with single units in our homes. And the rent we receive helps us make good on our obligations, like property tax.

HB 1291 assumes that the only reason a landlord would turn down a tenant with a section 8 housing choice voucher is because they are discriminating against the person. It assumes that every landlord is wealthy enough to incur and absorb any costs associated with being forced as a private citizen into accepting what is supposed to be a voluntary government contract. It assumes that our income is unlimited and that we can bear any costs with delays, potential missing portions of a tenant's payment and so on.

These assumptions are incorrect. The problem is not with the section 8 tenant. The problem is with section 8. If you want more landlords to accept section 8. Fix section 8! Find a way to build more affordable rental units.

Sincerely,

Lindsay M. Raynes

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Lindsay M. Raynes, RN, B.A. M.Ed.  
[lraynes@gmail.com](mailto:lraynes@gmail.com)  
(603) 534-5800

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howdee Judiciary Committee,

Below are reorganized & updated full details on HB1291, Section 8 Becoming A Protected Class. after Summary is bulleted talking points highlighting a few of the concerns with being forced into a Section 8 government contract with no say in the details, and the extra costs and risks, these are followed by expanded detail for each talking point.

Please protect our affordable house by voting ITL and killing the bill.

Attached is

the HAP Contract

which you would be forced to sign if renting to a Section 8 tenant.

the LeasingProcessComparison.pdf  
maintain the Section 8 program.

Showing how much more complicated it is to sign up and

ItsNotTheSourceItsTheStrings.pdf  
with the Section 8 program

Talking about many of additional complications of working

Please feel free to contact me at any time to review anything herein.

Love & Light,

Nick Norman

Director of Legislative Affairs

AANH Government Affairs Chair

603-432-5549

[NickNorman@yahoo.com](mailto:NickNorman@yahoo.com)



HB1291, Section 8 Becoming A Protected Class

Property Owner Position: Against, vote to kill this bill.

Summary: The bill would make holders of Section 8 vouchers a protected class under the state fair housing statute.

Screening a Section 8 tenant for bad landlord references, eviction records, criminal activity, sexual offender, and bad credit would not be protected.

Only 2 reasons for denying a Section 8 applicant would be expressly allowed:

(a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or

(b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

Talking points:

Please vote this bill Inexpedient To Legislate and kill the bill.

There are many flaws in this bill. Here are only a few.

Government would be forcing private citizens into contracts they disagree with & have no say in:

Section 8, Voucher Choice, program was strategically designed to be voluntary:

Extra costs will naturally drive up rents further on all tenants:

Potential forced rent price war:

We need to fix the Section 8 program, not force its issues upon NH:

The bill does not fix the real issue which is a shortage in housing supply:

Loss of multi family property insurance coverage and increased rates:

Depressing effect on value of multi-families and real estate market:

Opens up possibility for more false discrimination lawsuits:

Unclear if normal applicant screening is allowed:

Section 8 as a protected class was attempted previously and failed:

No allowance for resident landlords:

At any time HUD & the federal government writes new rules that are forced onto landlords with no say in the matter:

Landlord is at the mercy of the section 8 inspector & unreasonable renovations:

HUD writes its own lead abatement rules which would have to be followed:

The Section 8 program comes with much increased regulation, administration, & increased costs:

Note delays in administration, increased vacancy for lease startup, increased costs of lead renovation, increased code renovation requirements can easily be many hundreds and even thousands of dollars.

In an increasing rent situation the tenant could be subject to an eviction while Section 8 doesn't pay the increase:

Here is more detail on the issues above.

Government would be forcing private citizens into contracts they disagree with & have no say in:

If an applicant meets normal screening criteria then the Section contract would be forced on the landlord. The government should not be in the business of compelling private citizens (isn't this coercion) to enter into contracts with which they disagree and have no say in. A government requiring private citizens to participate in a government program is a slippery slope. If it isn't unconstitutional or illegal, it should be.

If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the Section 8 program or be guilty of discrimination.

In this case, it is clear that HB1291 would force the landlord into signing the HAP contract, a government contract which they have no say over.

## HB1291 Testimony

We have an undeniable history of government agencies over reaching their authority, doing everything they can to avoid rulings of the court, with out regard to the lives and businesses they are affecting.

Section 8, Voucher Choice, program was strategically designed to be voluntary: HCV contracts and supporting legislation is complex and restrictive, something that many landlords find unacceptable. From the beginning, the Section 8, Voucher Choice, program was strategically designed to be voluntary. It should stay voluntary as originally designed.

Extra costs will naturally drive up rents further on all tenants:

Potential forced rent price war:

There is an entire host of issues with the Section 8 contract that would be forced upon a landlord. The bill would naturally lead to landlords that are experienced business persons to raise rents above the Section 8 allowance. Section 8 may then raise their allowance. Now there is rent price war.

Do we really want to force a large rent increase at this time?

Fix the Section 8 program, don't force its issues upon NH:

The bill is a misguided solution to Section 8 issue.

Presently a good number of landlords accept and many do not accept the Section 8 program.

The issue is sometimes a tenant receiving Section 8 assistance contacts a landlord who does not accept the Section 8 program. The landlord doesn't accept the program because it is essentially bad for landlords and costs more time and money.

There are many reasons why a landlord would choose not to participate in the program.

Tenant quality issues, difficulty with administering rent increases, added oversight regarding property inspections and the demand to repair tenant damage without compensation are a few. If the Housing Authorities want landlord participation, they should speak with landlords about why participation is a challenge and address those concerns.

Instead of working to make the Section 8 program more palatable to landlords, HB1291 attempts to solve the issue by making it illegal to discriminate based on Section 8.

In plain words, rather than fix the program, HB1291 attempts to ram the program, as is, down landlord's throat.

The bill does not fix the real issue which is a shortage in housing supply:

Two of the likely reasons for this bill is that section 8 people are having trouble obtaining apartments and that the sponsors believe that if the section 8 people move into better areas, they and their children will do better. However, the shortage of apartments in New Hampshire is state wide, and the bill does nothing to increase the supply. Note that people have 60 days to locate an apartment that can be extended up to 120 days.

Also, since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, it will give landlords more incentive to raise rents which will result in less apartments being available to voucher holders. In regard to the second reason, there is no exemption for the number of units that a landlord must rent to section 8 voucher holders. It could result in two or more units in a small building, such as a 3 or four unit building being rented to voucher holders, thus defeating the purpose of the bill.

Further, if the one of the principles of the bill is that these classes of tenants would have a better chance of improving their situations if they could live in better areas, does that mean that all public housing that concentrates people of low income and financial means in one project should be eliminated?

Of particular note are the lead paint regulations which are not in concert with NH regulations, and require more stringent controls than the state already requires.

Loss of multi family property insurance coverage and increased rates:

Some insurance companies won't write insurance if Section 8 is more than 20%-50%.

## HB1291 Testimony

Standard Insurance companies research shows that if there is a majority of a building rented to Section 8 occupants then there tend to be more liability claims and less maintenance is done on the building. We have been told by insurance agents that it is their right not to insure the building in that situation and that insurance rates would likely go up if a landlord had large amounts of section 8 tenants in their building.

Depressing effect on value of multi-families and real estate market:

In the investment markets something that provides a stable return is valued higher than something uncertain. HB1291 creates a huge amount of uncertainty as to what a property owner income depending on how many Section 8 tenants with accompanying expenses he/she happens to be required to accept plus the uncertainty of property insurance costs or even obtaining insurance. All of this would cause multifamily investment property to be less valuable.

Opens up possibility for more false discrimination lawsuits:

This bill would be opening up discrimination lawsuits to landlord of all sizes and severely limit the landlord's ability to screen for good tenants to provide safe quiet enjoyment for all tenants at the property.

It happens often that a landlord who never had any intent to discriminate winds up spending hours and hours and thousands of dollars in an effort to convince an investigator of their innocence. This could easily open up with "frivolous" lawsuits against landlords.

Unclear if normal applicant screening is allowed:

If lines 6 – 13 do not clearly state that a landlord can still screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit. Can that be interpreted as a landlord has to accept Section 8 tenants with bad history in all those categories.

In fact the only 2 reasons for denying a Section 8 applicant that are clearly stated are:

- (a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or
- (b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

The bill would take away a landlord's ability to screen a tenant based on their income. What happens when tenant assistance runs out or they are kicked off the program. The landlord now has a tenant that can't afford the apartment. They would never have met the screen requirement for income to begin with.

To protect yourself from discrimination suits you will be likely need to give preference to accept Section 8. You will not be allowed to deny someone your apartment if they have bad landlord references or bad credit if those references and credit are "caused" by domestic violence, sexual assault, or stalking. Maybe this could be stretched to say the reasons that cause a tenant to be eligible for Section 8 are the reasons for their bad credit. If so landlords could not refuse a Section 8 tenant because of their bad credit. Could that be extended to say they could not be refused because of bad past rental payments?

Section 8 as a protected class was attempted previously and failed:

The prevailing opinion revolved around a landlord being forced to enter into a multi page contract with the government backed up by hundreds of pages of supporting regulation with no say in the content of the contract which is naturally weighted heavily in favor of the government and not the landlord.

No allowance for resident landlords:

Unlike other law, the bill fails to make an allowance for resident landlords. (Restricted v. non restricted)

## HB1291 Testimony

At any time HUD & the federal government writes new rules that are forced onto landlords with no say in the matter:

HUD writes its own rules, “from on high”, that landlords have no say in. For instance, during the pandemic, and still now, HUD has overruled NH law by requiring a 30 day eviction notice for non-payment. NH law is 7 days. (note that the loss of 23 days rent is a 6.3% rent increase promulgated by the Federal government, Does NH want HUD to dictate rent increases to us?). Further it is understood that during the federal moratoriums if an owner had one section 8 tenant in a multiunit building then the entire building was a “covered property” not just the one unit. This meant for a time HUD had control over writing rules for the entire building that the owner had no say over. Federal COVID rules imposed unreasonable restrictions on landlord (i.e. extended eviction moratorium) not imposed by the state. It is not right to force landlords into such an alliance. To this day, because of the CARES act, if you have one Section 8 tenant in your 8 unit building then it can be interpreted that the landlord must follow HUD eviction rules, not state rules, on every tenant.

Landlord is at the mercy of the section 8 inspector and unreasonable renovations:

Once a voucher holder is in a building the landlord is at the mercy of the section 8 inspector. One landlord member writes:

“I was recently ordered to replace a \$4000 kitchen floor that the tenant had damaged.”

You see HUD would require that the landlord pay for damages caused by the tenant.

Another was asked to repave a large parking lot because it had several cracks.

Another was not allowed to remove a large “third” egress staircase which nobody used at the cost of thousands of dollars.

HUD writes its own lead abatement rules which would have to be followed:

Did you know that HUD writes and enforces it’s own rules on lead abatement that overrule the state’s lead abatement rules? Landlords have no say in the content of these rules.

The Section 8 program comes with much increased regulation, administration, & increased costs: There are valid reasons why a landlord would not want to accept Section 8.

Primarily because of the large and increasing amount of regulatory scrutiny that surrounds it. A landlord should not be forced to accept these regulatory standards which can be onerous, especially in older structures.

The section 8 program is not just a choice voucher. It has many strings attached.. It creates additional burden, cost and risk on landlords, especially small landlords with older properties. Also, in a more extreme case, a landlord might not trust the section 8 housing authority to fund payments (credit risk), ie in a government shutdown, etc.

Section 8 Lease: Actually there is a lease & a contract. The landlord and tenant come to agreement on whatever is their normal lease AND the Section 8 program requires a separate contract called the HAP contract, Housing Assistance Payments, between the owner and the Housing Finance Authority.

This HAP Contract is called loosely the Section 8 lease but that is technically incorrect.

Many provisions of the Section 8 HAP contract are troublesome, illegal or believed to be unconstitutional.

See HAP contract here: [https://www.hud.gov/sites/documents/DOC\\_11737.PDF](https://www.hud.gov/sites/documents/DOC_11737.PDF)

A. Part A section 7, The housing authority can and does change the amount of monthly assistance during the term of the contract. This happens when the tenant's household income varies. It causes extra book keeping and errors tracking the ever changing rental split between housing and tenant.

B. Part B section 2 c. The lease between the landlord and the tenant must include word for word all provisions of the tenancy addendum required by HUD. This is 4 pages of small print legalese.

## HB1291 Testimony

If a landlord fails to do this, the landlord will not receive rent from the housing authority until the lease is amended to conform to this requirement. Something people without a legal background could miss.

C. Part B section 4b(2). The housing authority (PHA) ""may terminate payments for any grounds authorized in accordance with HUD requirements."" The problem is that if the family does something like drugs, and the landlord is evicting, the housing authority could cut off funds for the landlord, and since the family is poor or they would not be receiving section 8, the landlord would not have anyone to go after for lost rent.

D. Part B section 4 b (3) If the family moves the HAP contract terminates automatically. So if a family breaches the lease, as is a ""midnight move out"", the lease is meaningless and the authority can stop paying.

E. Part B section 4 b (5) The HAP contract can be terminated if the PHA determines per HUD requirements, that there is insufficient funding to support the continued assistance. Here HUD itself shows it has funding concerns .

F. Part B section 4 b (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide. So, no rent but how do we get rid of the live-in aid, and who has to incur the lost rent while the live-in aid is being evicted?

G. Part B section 10 a (2) it is a breach of the HAP contract if the owner has violated any obligation under any other HAP contract. So, for landlords with multiple buildings, if there is a problem in one building that is a breach then all section 8 payments could stop. With one very bad tenant, who lies, this could be a major problem

Also subparagraph (5) it is a breach if the owner engaged in any violent criminal activity. So, no defending yourself against a tenant who threatens you with bodily harm. This applies to all tenants and not just the section 8 ones.

H. Part B section 11. (a, b, and c but particularly b) The owner has to give ""full and free access"" to HUD, PHA, and the Comptroller General any and all information, records, computer files, accounts that are relevant to the HAP contract. HUD HAS DECIDED THAT THEY DO NOT HAVE TO COMPLY WITH THE FOURTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES. (Illegal search and seizure or need for probable cause).

If someone wants to challenge this, then they are in breach of the HAP contract and rent stops. (You do what we want or we will bankrupt you).

I. Part B section 13. Any public official, members of a governing body, or State or local legislator, who exercises function or responsibilities with respect to the program can not participate in the program. So, if the bill passes public officials will be guilty of discrimination if they have a tenant desiring to rent their apartment because Section 8 will deny the apartment and this is not a listed discrimination exclusion in the bill. Also landlords should not participate in government to avoid the same issue. (Although this provision can be waived by HUD, suppose they don't waive it.) See how messy it is to be forced into an onerous complicated government contract that you have no say in.

J. Part B section 14. (a) PHA can keep the sale of the property from going through by refusing to let the new owner take over the lease.

K. Part B section 14 (e) PHA will not allow assignment of HAP contract, sale of property, to an immediate relative.

L. Part C section 5 (d) Owner cannot evict tenant for failure of the PHA to pay rent which gives PHA Tremendous leverage over the owner.

## HB1291 Testimony

M. Part C section 8 (e) 1 & 2 The apartment can be destroyed & all neighboring tenants harassed & endangered but the owner cannot evict if it's connected with Domestic Violence.

Perpetrators allowed back in by victim.

Many times the victims allow the perpetrator into the new apartment. Are other tenants to be in danger if new tenant who is victim of DV lets abuser back into their living space? What if one of the tenants are harmed by the perpetrator. Can the landlord now be held somehow liable because the landlord could not do anything to eliminate the perpetrator?

If this happens, landlords have limited ability to evict unless they are witnesses to new abuse or disturbance of the peace. The eviction requires a 30 days notice plus all the time the courts take so it could take 2 to 3 months at a minimum to evict the perpetrator. Mean time all the other tenants in the building who are subject to the fights, generally are reluctant to call police, and may move on account of the continued problem. Now the landlord is only left with the troubled unit and will likely have trouble rerenting because of the troublesome unit.

The Section 8 program is more costly for landlords:

Section 8 tenants are more costly for landlords although landlords by HUD rules can not charge more for them.

a. more paper work. The Section 8 lease and contract is very large with an extreme number of clauses. This means the landlord will have to except all the provisions that this government body dreams up and the landlord as no control over.

b. must take time for initial inspection

c. must take time for annual inspections

d. there are annual financial reviews of the tenants if not more often, which changes the amount paid by the housing authority and the tenant. Increases bookkeeping time and chances of errors.

e. More regulations, and different standards such as with lead paint renovations which would now have to meet more stringent HUD rules.

A two week delay because of inspections and administration is a  $2/52=3.8\%$  loss, a few hundred dollars.

An extra renovation could be hundreds and in a few cases thousands of dollars.

Did you know that having a housing assistance tenant forces you to follow HUD RRP rules instead of EPA RRP rules. The HUD rules are more restrictive and expensive to follow which will absolutely increase your expenses and create more vacancy. Some of the extra HUD RRP rules:

1. Under EPA you can have one RRP certified worker supervising other works.

On HUD Section 8 job ALL workers must be RRP certified.

2. Under EPA the RRP renovator may do an official "Cleaning Verification Procedure" to release the job back to the occupant.

On HUD Section 8 job several dust wipes performed only by a dust wipe technician, Lead Inspector or Risk Assessor must be performed sent to a lab and the result proven to be <40 micrograms/square foot lead. If not then the contractor must reclean and pay for more lab dust wipes until the job meets the HUD requirement.

3. Under EPA there is no prohibition to work on a windy day as long as you can meet containment.

On HUD Section 8 job you must shut down the job on a windy day (>20mPH).

4. Under EPA you are required to meet RRP rules only if disturbing more than 6 square feet.

On HUD Section 8 job you have to invoke HUD RRP rules if disturbing more than 2 square feet.

There are several more restrictions. HUD Section 8 jobs are always more restrictive in their rules.

Extra RRP costs would be at easily be a several hundred dollars and perhaps very significantly more.

In an increasing rent situation the tenant could be subject to an eviction while Section 8 doesn't pay the increase:

f. Need housing authority approval to raise rents, and there are limitations on rent increases based upon what is allowed by HUD. Would a landlord be restricted in raising rent? Or at least delayed in raising rent while the Section 8 tenant attempts to find something else? Section 8 would not pay the extra leaving the tenant to be evicted while looking for another place.

g. Sec 8 is funded by what has been often been a dysfunctional Congress. Who knows what they will continue to fund.

## HB1291 Testimony

- h. Landlords should not be forced to have too many sec 8 tenants, if funding is reduced the landlord could face financial ruin.
- i. This will open all our rental properties to having to be up to government (HUD) codes including at least annual inspections, not just creased code requirement may cost.

The bill gives people on sec 8 & any type of housing assistance greater rights than people who work and pay rent from their paychecks.

This is a terrible bill and significantly worsens the affordability issue in NH.

Please vote this bill Inexpedient To Legislate and kill the bill.

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I am writing asking you to vote HB1291, Section 8 Becoming A Protected Class Inexpedient To Legislate.

I live in Stratham and my small business owns to multi-family buildings (13 units total) in Dover which I manage. I understand that we have a housing shortage and it is difficult for all tenants to find affordable housing and even more difficult for those with Housing Choice Vouchers. However, I do not believe HB 1291 will solve this problem. The unintended consequences will drive rents up further and continue the trend of building luxury units and renovating current more affordable options into luxury units.

With each mandate that comes down from local, state, and federal levels limiting a landlord's ability to screen and choose tenants, while following the law, that make financial sense, implementing eviction moratoriums, forcing landlords into HAP contracts, etc. there will be less and less landlords that stay in this small business or enter into this small business.

HB1291 takes a voluntary program and forces landlords into a contract with the government because we would have to sign a 12 page HAP contract which supersedes the landlord's lease. NH has many laws like the bed bug law that has protections for both tenants and landlords where both sides compromised. Forcing a landlord into a 12 page HAP contract is not such a law. I have read this contract many times and even still find parts that I have missed such as Part B 2 c stating the lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract) which I hadn't done. This contract is burdensome and has many potential costly impacts for a smaller landlord.

We always hear that Section 8 vouchers are guaranteed income, but it seems recently there have been several threats of federal government shut down which would shut off or delay rent payments. If that happens, my bank will still expect the mortgage payment on time. Section 8 has the ability to pay the landlord late without repercussion. In fact, you are forced to sign the HAP contract stating the landlord is not allowed to evict the tenant for failure of the housing authority to pay rent. Part B 4 b gives multiple ways the housing authority "may" terminate the HAP contract and stop payments to the landlord.

Each year I renew or shop building insurance, I am asked about tenants that are Section 8, college students, and pets. Insurance companies have indicated having above a certain amount of voucher holders/college students and/or various pet breeds will increase building insurance rates, possibly result in dropped coverage and/or impact the ability to get insurance on the buildings.

The requirement of inspections can lengthen the vacancy time costing the landlord loss of income compared to non-voucher prospective tenants ready to move in immediately. The housing authority has to approve rent raises and proper paperwork and timelines stated in the HAP contract must be followed.

I have been a landlord for 10 years. One building had a tenant with a Section 8 tenant living there at purchase.

Here was my experience:

## HB1291 Testimony

- consistent issues with tenant threatening my landscaping company
- a non-working vehicle with no tire in the parking lot due to lack of funds to repair or move
- issues with another tenant
- police called to building consistently
- tenant did not move even after an extension was given for additional time to find a new place to live after notice to vacate due to renovating unit
- hired an attorney to file 7 day and a 30 day eviction
- 7 day eviction was granted but took 45 days from start to sheriff lock out
- 2 tenants in the building broke their lease and fled in fear losing their security deposits
- another tenant also left at the end of their lease to get out of the building
- I did not enter the building without at least one person knowing I was entering the building and checking back in when I was out safely and at times took someone with me due to concern for my own safety
- upon receiving possession back it turned out the barbell had been being dropped in the hallway causing two matching holes in the sub flooring
- police were called as we packed up the apartment contents multiple times for unmarked pellet guns, drawers full of fireworks, drugs, and a partially pried open safe

Another tenant received a housing choice voucher during the tenancy.

Here was my experience:

- tenant continued to smoke indoors even though that was against the lease
- allowed someone to move in violating the HUD contract
- without proof of the person living there not much could be done until that person damaged the building and the police arrested the person, pressed charges and the judge awarded restitution for the damage and no trespass orders were placed on that person
- after several repairs were needed, it was determined the unit really needed a renovation
- due to the nicotine, I needed to wear a respirator while cleaning to prepare for repairs and paint
- tenant's friend that damaged the sign returned and tried to steal furniture from the back yard
- hired a security company to install outdoor cameras

These 2 experiences were far more costly financially for the business and multiple tenants that broke leases fleeing in fear and stress wise for myself, tenants that fled in fear and tenants that stayed through it. With tenants that don't have vouchers and things go south such as cockroaches or bedbugs where they don't comply with pest mitigation requirements or escalating issues with neighboring tenants, or drugs/overdoses, I have successfully been able to allow tenants to end their leases early and vacate in lieu of filing eviction. This allows the tenant to avoid an eviction, keeps lease following tenants from breaking leases and fleeing, and is less costly for the business which ultimately impacts keeping rent amounts from rising excessively to cover more vacancies, higher damage costs, and attorney fees.

By making Section 8 a protected class, does this mean that if I have two prospective tenants, both similarly qualified, that I may be open to a discrimination lawsuit should I choose to rent to the one that does not receive rental assistance? And does it mean that I must accept Section 8 recipients (assuming equally qualified) which in turn means I must enter into a contract with HUD even if I do not desire to do so? That is essentially the government forcing me to enter into a contract with the government whether I want to or not.

In the past few years landlords have asked for the ability to charge up to 2 months security deposit and NH legislators have voted against that. Allowing landlords to charge higher security deposits may be one way to get more small landlords willing to accept vouchers since there is more money available to cover the increased damages caused by both of my Section 8 experiences compared to the majority of units returned at the end of tenancy.

**I strive to be a responsive landlord that follows the laws and offers clean, safe units that are not the cheapest or the most expensive. If HB 1291 were to pass and landlords were also required to accept pets which was before the legislature last year, I can honestly say I would have to think long and hard about staying in this business or selling at the current high real estate market. I believe anyone purchasing would upgrade/convert to luxury units and 13 more units would become unaffordable. The current housing crisis will not be solved with HB 1291. Please vote HB 1291 Inexpedient To Legislate and instead look into ways to entice more landlords to participate in the Housing Voucher**



HB1291 Testimony

**Program or incentivize builders to build more affordable housing options and not just luxury units.**

Thank you,  
Cheryl Ewart  
Peak Rental Holdings, LLC  
[peakrentals@comcast.net](mailto:peakrentals@comcast.net)  
603-475-9245

Home Residence: 7 Smith Farm Road Stratham, NH  
Managing Member of 2 multi-family buildings in Dover, NH (total of 13 units)

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I live in Portsmouth ,rent a single family residence ,do not participate in Section 8 and am opposed to this bill because it seeks to make one's economic status a civil right.

The purposes of RSA 354-A as spelled out in sections 6, 8, 10 and 16 are to protect civil rights by preventing discrimination in housing accommodation on the basis of age, sex, gender identity ,race ,creed, color, marital status ,familial status ,physical or mental disability, national origin or sexual orientation.

Discrimination is defined as treating someone as inferior or different based on his/her characteristics.

Economic status is not a characteristic as are those set forth in RSA 354-A -6,8.10 and 16 and therefore not a civil right and entitled to protection.If it becomes one it will open the door to claim that other things such as credit history, references and pet ownership are also civil rights which cannot be considered by landlords in deciding whether or not to accept a tenant.

For these reasons I urge you to deem this proposal Inexpedient to Legislate.

Thank you for your consideration.

Charles A. Griffin

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Should ask landlords why they don't want Section 8. Who cleans up and fixes the damages? The Section 8 vouchers essentially have HUD controlling your properties with paperwork, inspections and does not screen the tenants nor is HUD responsible for any unpaid rent or damages to the property.

I hope the committee understands the seriousness of this Bill and the impact on our very limited housing at this time.

Sincerely  
Jeannine Richardson  
66 Jessica Dr  
Merrimack NH 03054  
[Jstergios@comcast.net](mailto:Jstergios@comcast.net)  
Phone 603-424-6009

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Dear Representatives,

I am a small landlord. I am strongly against being forced into a contract controlled by the Federal government. I want to continue writing my own contracts in my business.

Please vote NO on HB1291 - prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.

HB1291 Testimony

It should be made Inexpedient To Legislate , please kill the bill.

This bill would open up discrimination lawsuits to landlord of all sizes and handicap my ability to screen for good tenants. I focus on providing a safe, quiet enjoyment for all tenants at the property. If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

HUD writes and enforces it's own rules on lead abatement which overrule the state's lead abatement rules. We have no say in the content of these rules.

HUD's rules force my ENTIRE building to be under their contract if just one unit has this designation.

Lines 6 – 13 mean a landlord lord could not screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit.

The bill does nothing to increase the supply of housing, that's what should be getting ALL your effort. Since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, landlords will seize this as incentive to raise rents...that will result in FEWER AVAILABLE apartments for voucher holders.

Sincerely,

Mark Lord  
Northwood

---

Please vote to kill bill 1291.

This bill has many faults, and is very incomplete as written. This bill is unfairly over weighted towards tenants, thus forcing landlords to comply with policies and procedures that they may not be able to keep up with in regards to time and money - or be subject to law suits for breaking the law. Many landlords do not have buildings that will pass required inspections, nor the time and money to keep up with the recurring inspections.

I would be forced to intentionally charge MORE that section 8 housing limit in order to avoid renting to section 8 tenants because of these forced upon rules. This will begin a price run away on rental housing.

Being able to choose a tenant based on behavior history and income is being dissolved. Section 8 is voluntary. A voucher holder understands in advance that a voucher will only be valid at participating units.

Further details of faults of this bill:

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Government would be forcing private citizens into contracts they disagree with & have no say in: If an applicant meets normal screening criteria then the Section contract would be forced on the landlord. The government should not be in the business of compelling private citizens (isn't this coercion) to enter into contracts with which they disagree and have no say in. A government requiring

private citizens to participate in a government program is a slippery slope. If it isn't unconstitutional or illegal, it should be.

If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the Section 8 program or be guilty of discrimination.

## HB1291 Testimony

In this case, it is clear that HB1291 would force the landlord into signing the HAP contract, a government contract which they have no say over.

We have an undeniable history of government agencies over reaching their authority, doing everything they can to avoid rulings of the court, with out regard to the lives and businesses they are affecting.

Section 8, Voucher Choice, program was strategically designed to be voluntary:

HCV contracts and supporting legislation is complex and restrictive, something that many landlords find unacceptable. From the beginning, the Section 8, Voucher Choice, program was strategically designed to be voluntary. It should stay voluntary as originally designed.

Extra costs will naturally drive up rents further on all tenants:

Potential forced rent price war:

There is an entire host of issues with the Section 8 contract that would be forced upon a landlord. The bill would naturally lead to landlords that are experienced business persons to raise rents above the Section 8 allowance. Section 8 may then raise their allowance. Now there is rent price war.

Do we really want to force a large rent increase at this time?

Fix the Section 8 program, don't force its issues upon NH:

The bill is a misguided solution to Section 8 issue.

Presently a good number of landlords accept and many do not accept the Section 8 program.

The issue is sometimes a tenant receiving Section 8 assistance contacts a landlord who does not accept the Section 8 program. The landlord doesn't accept the program because it is essentially bad for landlords and costs more time and money.

There are many reasons why a landlord would choose not to participate in the program.

Tenant quality issues, difficulty with administering rent increases, added oversight regarding property inspections and the demand to repair tenant damage without compensation are a few. If the Housing Authorities want landlord participation, they should speak with landlords about why participation is a challenge and address those concerns.

Instead of working to make the Section 8 program more palatable to landlords, HB1291 attempts to solve the issue by making it illegal to discriminate based on Section 8.

In plain words, rather than fix the program, HB1291 attempts to ram the program, as is, down landlord's throat.

The bill does not fix the real issue which is a shortage in housing supply:

Two of the likely reasons for this bill is that section 8 people are having trouble obtaining apartments and that the sponsors believe that if the section 8 people move into better areas, they and their children will do better. However, the shortage of apartments in New Hampshire is state wide, and the bill does

nothing to increase the supply. Note that people have 60 days to locate an apartment that can be extended up to 120 days.

Also, since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, it will give landlords more incentive to raise rents which will result in less apartments being available to voucher holders. In regard to the second reason, there is no exemption for the number of units that a landlord must rent to section 8 voucher holders. It could result in two or more units in a small building, such as a 3 or four unit building being rented to voucher holders, thus defeating the purpose of the bill.

Further, if the one of the principles of the bill is that these classes of tenants would have a better chance of improving their situations if they could live in better areas, does that mean that all public housing that concentrates people of low income and financial means in one project should be eliminated?

Of particular note are the lead paint regulations which are not in concert with NH regulations, and require more stringent controls than the state already requires.

Loss of multi family property insurance coverage and increased rates:

Some insurance companies won't write insurance if Section 8 is more than 20%-50%.

Standard Insurance companies research shows that if there is a majority of a building rented to Section 8 occupants then there tend to be more liability claims and less maintenance is done on the building. We have been told by insurance agents that it is their right not to insure the building in

## HB1291 Testimony

that situation and that insurance rates would likely go up if a landlord had large amounts of section 8 tenants in their building.

Depressing effect on value of multi-families and real estate market:

In the investment markets something that provides a stable return is valued higher than something uncertain. HB1291 creates a huge amount of uncertainty as to what a property owner income depending on how many Section 8 tenants with accompanying expenses he/she happens to be required to accept plus the uncertainty of property insurance costs or even obtaining insurance. All of this would cause multifamily investment property to be less valuable.

Opens up possibility for more false discrimination lawsuits:

This bill would be opening up discrimination lawsuits to landlord of all sizes and severely limit the landlord's ability to screen for good tenants to provide safe quiet enjoyment for all tenants at the property.

It happens often that a landlord who never had any intent to discriminate winds up spending hours and hours and thousands of dollars in an effort to convince an investigator of their innocence. This could easily open up with "frivolous" lawsuits against landlords.

Unclear if normal applicant screening is allowed:

If lines 6 – 13 do not clearly state that a landlord can still screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit. Can that be interpreted as a landlord has to accept Section 8 tenants with bad history in all those categories.

In fact the only 2 reasons for denying a Section 8 applicant that are clearly stated are:

(a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or

(b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

The bill would take away a landlord's ability to screen a tenant based on their income. What happens when tenant assistance runs out or they are kicked off the program. The landlord now has a tenant that can't afford the apartment. They would never have met the screen requirement for income to begin with.

To protect yourself from discrimination suits you will be likely need to give preference to accept Section 8. You will not be allowed to deny someone your apartment if they have bad landlord references or bad credit if those references and credit are "caused" by domestic violence, sexual assault, or stalking. Maybe this could be stretched to say the reasons that cause a tenant to be eligible for Section 8 are the reasons for their bad credit. If so landlords could not refuse a Section 8 tenant because of their bad credit. Could that be extended to say they could not be refused because of bad past rental payments?

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There are valid reasons why a landlord would not want to accept Section 8.

Primarily because of the large and increasing amount of regulatory scrutiny that surrounds it. A landlord should not be forced to accept these regulatory standards which can be onerous, especially in older structures.

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This HAP Contract is called loosely the Section 8 lease but that is technically incorrect.

Many provisions of the Section 8 HAP contract are troublesome, illegal or believed to be unconstitutional.

See HAP contract here: [https://www.hud.gov/sites/documents/DOC\\_11737.PDF](https://www.hud.gov/sites/documents/DOC_11737.PDF)

A. Part A section 7, The housing authority can and does change the amount of monthly assistance during the term of the contract. This happens when the tenant's household income varies. It causes extra book keeping and errors tracking the ever changing rental split between housing and tenant.

B. Part B section 2 c. The lease between the landlord and the tenant must include word for word all provisions of the tenancy addendum required by HUD. This is 4 pages of small print legalese.

If a landlord fails to do this, the landlord will not receive rent from the housing authority until the lease is amended to conform to this requirement. Something people without a legal background could miss.

C. Part B section 4b(2). The housing authority (PHA) ""may terminate payments for any grounds authorized in accordance with HUD requirements."" The problem is that if the family does something like drugs, and the landlord is evicting, the housing authority could cut off funds for the landlord, and since the family is poor or they would not be receiving section 8, the landlord would not have anyone to go after for lost rent.

D. Part B section 4 b (3) If the family moves the HAP contract terminates automatically. So if a family breaches the lease, as is a ""midnight move out"", the lease is meaningless and the authority can stop paying.

E. Part B section 4 b (5) The HAP contract can be terminated if the PHA determines per HUD requirements, that there is insufficient funding to support the continued assistance. Here HUD itself shows it has funding concerns .

F. Part B section 4 b (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide. So, no rent but how do we get rid of the live-in aid, and who has to incur the lost rent while the live-in aid is being evicted?

G. Part B section 10 a (2) it is a breach of the HAP contract if the owner has violated any obligation under any other HAP contract. So, for landlords with multiple buildings, if there is a problem in one

## HB1291 Testimony

building that is a breach then all section 8 payments could stop. With one very bad tenant, who lies, this could be a major problem

Also subparagraph (5) it is a breach if the owner engaged in any violent criminal activity. So, no defending yourself against a tenant who threatens you with bodily harm. This applies to all tenants and not just the section 8 ones.

H. Part B section 11. (a, b, and c but particularly b) The owner has to give ""full and free access"" to HUD, PHA, and the Comptroller General any and all information, records, computer files, accounts that are relevant to the HAP contract. HUD HAS DECIDED THAT THEY DO NOT HAVE TO COMPLY WITH THE FOURTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES. (Illegal search and seizure or need for probable cause).

If someone wants to challenge this, then they are in breach of the HAP contract and rent stops. (You do what we want or we will bankrupt you).

I. Part B section 13. Any public official, members of a governing body, or State or local legislator, who exercises function or responsibilities with respect to the program can not participate in the program. So, public officials will be barred from being landlords if HB1421 passes and landlords should not participate in government to avoid this provision. (Although this provision can be waived by HUD)

J. Part B section 14. (a) PHA can keep the sale of the property from going through by refusing to let the new owner take over the lease.

K. Part B section 14 (e) PHA will not allow assignment of HAP contract, sale of property, to an immediate relative.

L. Part C section 5 (d) Owner cannot evict tenant for failure of the PHA to pay rent which gives PHA Tremendous leverage over the owner.

M. Part C section 8 (e) 1 & 2 The apartment can be destroyed & all neighboring tenants harassed & endangered but the owner cannot evict if it's connected with Domestic Violence.

Perpetrators allowed back in by victim.

Many times the victims allow the perpetrator into the new apartment. Are other tenants to be in danger if new tenant who is victim of DV lets abuser back into their living space? What if one of the tenants are harmed by the perpetrator. Can the landlord now be held somehow liable because the landlord could not do anything to eliminate the perpetrator?

If this happens, landlords have limited ability to evict unless they are witnesses to new abuse or disturbance of the peace. The eviction requires a 30 days notice plus all the time the courts take so it could take 2 to 3 months at a minimum to evict the perpetrator. Mean time all the other tenants in the building who are subject to the fights, generally are reluctant to call police, and may move on account of

the continued problem. Now the landlord is only left with the troubled unit and will likely have trouble rerenting because of the troublesome unit.

The Section 8 program is more costly for landlords:

Section 8 tenants are more costly for landlords although landlords by HUD rules can not charge more for them.

a. more paper work. The Section 8 lease and contract is very large with an extreme number of clauses. This means the landlord will have to except all the provisions that this government body dreams up and the landlord as no control over.

b. must take time for initial inspection

c. must take time for annual inspections

d. there are annual financial reviews of the tenants if not more often, which changes the amount paid by the housing authority and the tenant. Increases bookkeeping time and chances of errors.

e. More regulations, and different standards such as with lead paint renovations which would now have to meet more stringent HUD rules.

A two week delay because of inspections and administration is a  $\frac{2}{52}=3.8\%$  loss, a few hundred dollars. An extra renovation could be hundreds and in a few cases thousands of dollars.

Did you know that having a housing assistance tenant forces you to follow HUD RRP rules instead of EPA RRP rules. The HUD rules are more restrictive and expensive to follow which will absolutely increase your expenses and create more vacancy. Some of the extra HUD RRP rules:

HB1291 Testimony

1. Under EPA you can have one RRP certified worker supervising other works. On HUD Section 8 job ALL workers must be RRP certified.

2. Under EPA the RRP renovator may do an official "Cleaning Verification Procedure" to release the job back to the occupant.

On HUD Section 8 job several dust wipes performed only by a dust wipe technician, Lead Inspector or Risk Assessor must be performed sent to a lab and the result proven to be <40 micrograms/square foot lead. If not then the contractor must reclean and pay for more lab dust wipes until the job meets the HUD requirement.

3. Under EPA there is no prohibition to work on a windy day as long as you can meet containment.

On HUD Section 8 job you must shut down the job on a windy day (>20mPH).

4. Under EPA you are required to meet RRP rules only if disturbing more than 6 square feet.

On HUD Section 8 job you have to invoke HUD RRP rules if disturbing more than 2 square feet.

There are several more restrictions. HUD Section 8 jobs are always more restrictive in their rules.

Extra RRP costs would be at easily be a several hundred dollars and perhaps very significantly more.

In an increasing rent situation the tenant could be subject to an eviction while Section 8 doesn't pay the increase:

f. Need housing authority approval to raise rents, and there are limitations on rent increases based upon what is allowed by HUD. Would a landlord be restricted in raising rent? Or at least delayed in raising rent while the Section 8 tenant attempts to find something else? Section 8 would not pay the extra leaving the tenant to be evicted while looking for another place.

g. Sec 8 is funded by what has been often been a dysfunctional Congress. Who knows what they will continue to fund.

h. Landlords should not be forced to have too many sec 8 tenants, if funding is reduced the landlord could face financial ruin.

i. This will open all our rental properties to having to be up to government (HUD) codes including at least annual inspections, not just current building code.

Who knows how much and increased code requirement may cost.

The bill gives people on sec 8 & any type of housing assistance greater rights than people who work and pay rent from their paychecks.

This is a terrible bill and significantly worsens the affordability issue in NH. Please vote this bill Inexpedient To Legislate and kill the bill.

Jonathan Hill <[jonathan-hill@comcast.net](mailto:jonathan-hill@comcast.net)>

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Dear House Members;

I am Paul Conway. I own 12 units in Manchester. Please vote to kill HB1291. Five of my twelve tenants ARE on section 8. I have had good & bad experiences with section 8 tenants. If this passes, I will be forced into contracts that I do not want to enter into. My right to choose will be taken away from me. Does not the Constitution guarantee my right to choose? Please kill this bill!

Sincerely,

Paul Conway

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*To Whom It May Concerned,*

*As small business owner I would like to express my concern regarding those bills which up for discussions some of those bills will effect my business operation in a negative way. I would like to ask committee to take into consideration my choices.*

*Thank you for your consideration and attention on this very important matter.*

**HB 1291- AGAINST**

Gosia Bielecki [gosiiek69@yahoo.com](mailto:gosiiek69@yahoo.com)

## HB1291 Testimony

I am a lifelong Democrat. I live in Madbury with my husband Brian. We are landlords. We have one unit over our garage that we rent out to help us meet the costs of our mortgage and property tax. It also helps us meet the out of pocket costs for a genetic neurodegenerative disorder that I have.

Prior to becoming disabled & unable to work, I worked as a Family Practice nurse at a Federally Funded Health Care Center. There are many prospective voucher holders who will call any landlord who has an opening, and when they are turned down, it is often because the landlord is legally not allowed to take them. This is not discrimination, it is following the law. As far as I can tell in this bill, what you have is the opinion that these people were discriminated against. You do not have a proven fact. Additionally, a voucher is not the same as cash. It is the promise of a portion of a payment.

Furthermore, there are no provisions for Resident Landlords in the Bill. We are not the same as Rental Property holders. Many Resident Landlords were left out of the CARES act, and during the Eviction Moratorium, they had no income coming in from their property (In some cases, this is the person's sole job.) Nation wide, half of all landlords are Mom & Pop operations. They own no more than 4 units. Roughly 75% of them own only one unit.

During the eviction moratorium, my husband was laid off. He worked five part time jobs to help keep a roof over our heads. Many other resident landlords had similar situations. Rents are rising all over now because these people cannot afford to be mom and pop landlords any more. This does not bode well for the future of affordable housing. Many people were deprived of their livelihoods and I cannot see anywhere in the state where this cause is being taken up. I suggest it to you as an area of investigation to see how you might help.

There are other problems with the bill. The two exceptions. The first, that a landlord can deny tenancy to a voucher holder if the unit does not meet the standards set by the fed gov. Beyond a doubt, this will encourage some landlords to not maintain their properties as they otherwise might. Given the nature of the housing crisis, they will still be able to let them out at high prices.

The second exception is if the price of the unit is over and above what the voucher will pay for, provided that the landlord charges that price for all units they hold. This will encourage statewide rental hikes. If all I have to do is raise my rates so that I don't have to be forced into a government contract that I have no say in, I will raise my rates. Everyone will.

Sincerely,  
Lindsay

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Lindsay M. Raynes, RN, B.A. M.Ed.  
[lraynes@gmail.com](mailto:lraynes@gmail.com)  
(603) 534-5800

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Hi there,

I am small ( part-time) apartment building owner. Below you will find more details (pictures) regarding bills which are targeting small business owners like myself. In my humble opinion at this point we have to many regulations to much government involvement and control. This is not business friendly policy. Small business performs best when is less regulation and if regulations are simple and business friendly. Small business is bread and butter of this country and economy. Too many restrictions are destroying middle class and small businesses in this country. When big corporations are gaining more and more control. This is very unhealthy for our country. This needs to be stopped immediatly. The middle class is the most important part of well preforming economy. All those restrictions and regulations are direct attack on a middle class and their small business . Without middle class and small business owners there is no healthy economy and free country. There will be only big corporations and government control.

Current government control is causing USA economy to collapse and is making USA a third world country. We need to STOP this and the best place to STOP this is on a local level. I am asking all of you to oppose those bills which are not business friendly do more harm than good.



HB1291 Testimony

***HB 1291-AGAINST***  
***HB 549 - FOR***  
***HB 1408 - AGAINST***  
***HB 1642 - AGAINST***  
***SB 217 - AGAINST***  
***HB 1107-AGAINST***  
***HB 1133 -AGAINST***  
***HB 1216-AGAINST***  
***HB 1200 - AGAINST***  
***HB 1402 AGAINST***  
***HB 160 - AGAINST***  
***SB 269 - FOR***  
***HB 550 - AGAINST***

Kind regards,

Jay Bielecki

**Archived:** Wednesday, March 16, 2022 10:52:06 AM  
**From:** Leah Stagnone  
**Sent:** Wednesday, January 19, 2022 9:19:31 AM  
**To:** ~House Judiciary Committee  
**Cc:** Alex Beauchner; Lisa Beaudoin; Tim McKernan  
**Subject:** Testimony submission: Please support HB 1291  
**Importance:** Normal  
**Attachments:**  
Alex Beauchner HB 1291 testimony.docx ;

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Dear Chairman Gordon and members of the House Judiciary Committee,

As Community Organizer at ABLE NH, I am submitting testimony on behalf of one of our members, Alex Beauchner, who wanted to share his story and express his support for HB 1291. I have CCed Alex on this email.

Thank you for your attention to this important issue.

Sincerely,  
Leah Stagnone

Alex Beauchner  
16 Union Ct  
Dover, NH 03820

January 16, 2022

Rep. Edward Gordon, Chair, NH House Judiciary Committee  
Members of the NH House Judiciary Committee

Re: Support HB 1291

Dear Chairman Gordon and members of the House Judiciary Committee,

Good afternoon, my name is Alex Beauchner and I live in Dover, NH. I am a member of ABLE NH and the Granite State's disability community. I am writing today to strongly encourage you to support HB 1291 which would prohibit landlords from discriminating against renters using Housing Choice Vouchers.

The Housing Choice Voucher Program in NH is a key opportunity for people with disabilities to be productive members of their home communities. Sadly, not enough landlords participate in the Housing Choice Voucher Program. Even more sadly, landlords often reject housing vouchers. Landlords who have a blanket refusal to accept housing vouchers are in effect discriminating against people with disabilities.

In a time when there is a critical shortage of workforce housing in NH, this discrimination creates another barrier for people with disabilities to become participating members of their communities. Also, housing vouchers represent a stable, reliable income for landlords, so this practice is puzzling.

I have benefitted from the Housing Choice Voucher Program. As a person with disabilities, this program has allowed me to live affordably and independently in my community. I am a good tenant. I am clean, quiet, and respectful of my neighbors. There is no good reason that a landlord should discriminate against people with disabilities.

Thank you for your attention to this important matter. I urge you to support HB 1291.

Sincerely,  
Alex Beauchner



--

*Leah Stagnone (she/her)*  
*Community Organizer*  
*(603) 809 2665*  
[www.ablenh.org](http://www.ablenh.org)

**Archived:** Wednesday, March 16, 2022 10:39:01 AM

**From:** [Andres Borden](#)

**Sent:** Wednesday, January 19, 2022 11:53:06 AM

**To:** [~House Judiciary Committee](#)

**Subject:** HB 1291 and HB1408

**Importance:** Normal

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Dear members,

As a property manager in the State of NH, I am opposed to these two bills . HB 1292 and HB 1408

The fee for an application goes to the "credit check" companies who check credit scores and criminal & sexual offenders records. This is imperative for the safety of future neighbors, and a tool used to help us make better decisions. We cannot get this money back.

Section 8 is a great recourse for many residents, but I believe all potential applicants should be judged on multiple components.

Thank you,

Andres Borden

Property Manager/Leasing Agent

Arthur Thomas Properties

Office 603.413.6175

Direct 603.617.4072

HB 1291  
BERRY



## HOUSING CHOICE VOUCHER FACTS

### WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

The housing choice voucher (HCV) program is the federal government's primary program for assisting very low-income families, the elderly, and persons with disabilities to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the HCV tenant, participants are able to find their own housing, including single-family homes, townhouses and apartments. Housing choice vouchers are administered locally by public housing agencies (PHAs) that receive federal funds from the U.S. Department of Housing and Urban Development (HUD). This means that the tenant, landlord and PHA all have obligations and responsibilities under the HCV program. A brief summary of each party's role is below:

**HUD:** HUD provides funds to allow PHAs to make housing assistance payments on behalf of the HCV tenants. HUD also pays the PHA a fee for the costs of administering the program. HUD monitors PHA administration of the program to ensure program rules are properly followed.

**Public Housing Agency:** The PHA administers the HCV program locally and provides the HCV tenant with the housing assistance. The PHA must examine the tenant's income, household composition and ensure that their housing unit meets minimum housing quality standards. The PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family.

**Landlord:** The role of the landlord in the HCV program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. The Landlord enters into a lease agreement with the tenant.

**Tenant:** When a tenant selects a housing unit, they are expected to comply with the lease and the program requirements, pay their share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.

**Rent:** The PHA determines a payment standard that is between 90% and 110% of the Fair Market Rents regularly published by HUD representing the cost to rent a moderately-priced dwelling unit in the local housing market. The housing voucher tenant must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard, the tenant required to pay the additional amount.

#### HCV Households

- **8.75 years** is the average household time in the program
- **29.2%** are elderly (older than 62)
- **25.5%** are non-elderly disabled
- **45.5%** are single person
- **Over 75,000 HCVs** are designated for Veteran Affairs Supportive Housing

#### HCV Unit Type\*

- **24.6%** are single family detached
- **11.4%** are semi-detached
- **17.2%** are rowhouse/townhouse
- **33.9%** are low-rise buildings
- **10.3%** are high-rise buildings
- **1.9%** are manufactured homes

*\*Does not include MTW agency data.*

#### HCV Unit Location

- **59.1%** are in central cities
- **37.4%** are in suburbs
- **2.9%** are in rural areas

*The data in this document is current as of December 2020.*

Revised May 2021

HB 1291  
NORMAN

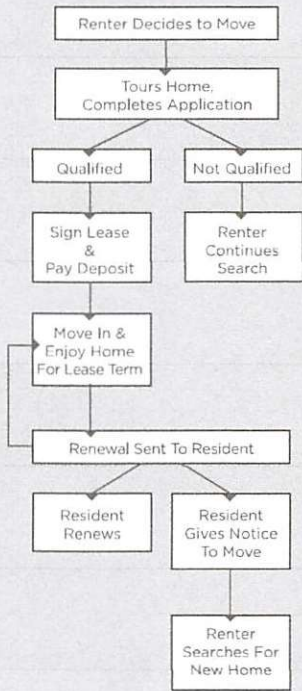


# LEASING PROCESS COMPARISON

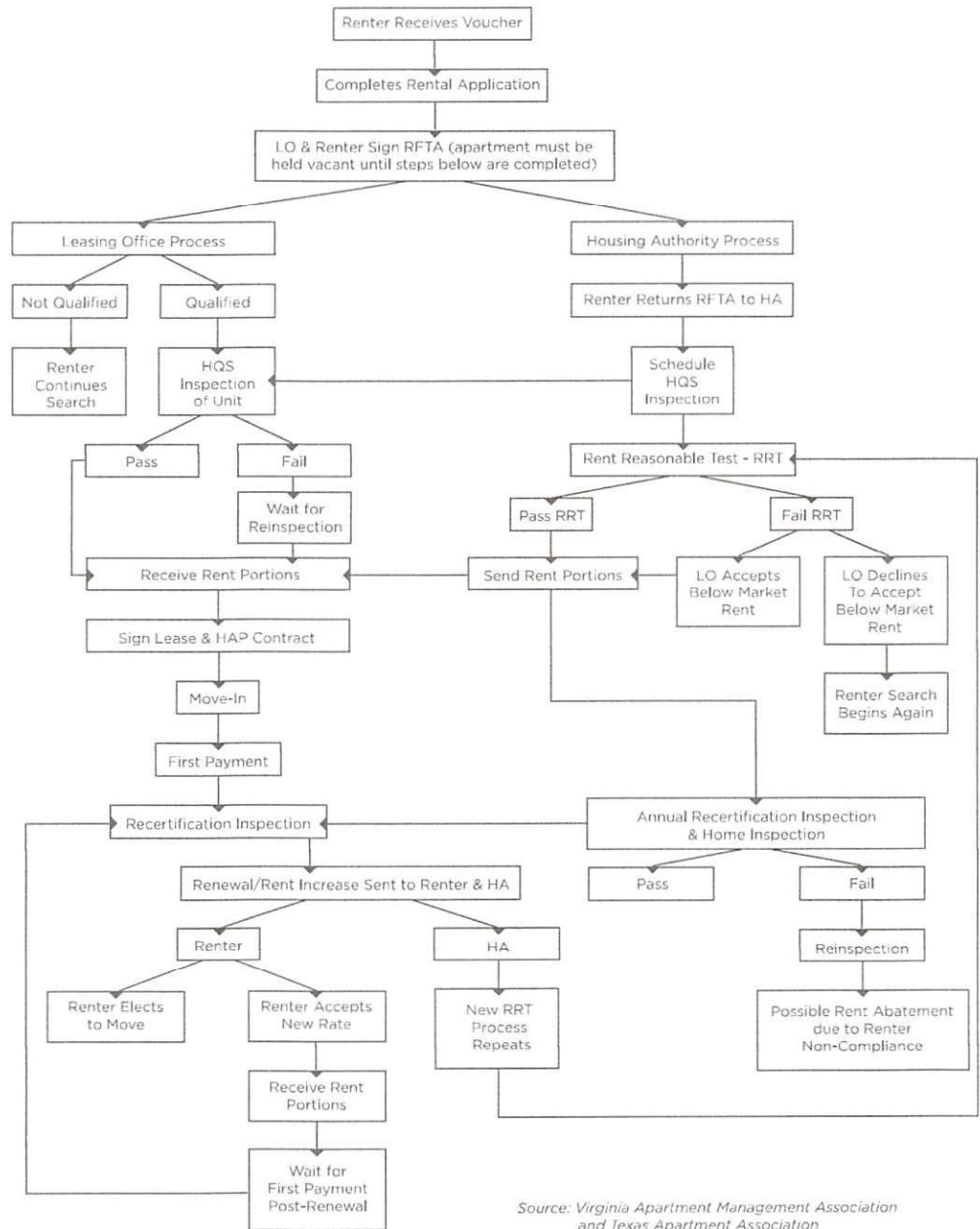


AFFILIATE  
LOGO HERE

## STANDARD LEASING PROCESS



## HOUSING CHOICE VOUCHER LEASING PROCESS



### ACRONYM KEY

- LO** - Leasing Office
- HA** - Housing Authority
- RFTA** - Request for Tenancy Approval
- RRT** - Rent Reasonable Test
- HQS** - Housing Quality Standards
- HAP** - Housing Assistance Payment Contact

Source: Virginia Apartment Management Association and Texas Apartment Association

1/19/2022 at 1:00 p.m. LOB 208, House Judiciary  
HB1291, Section 8 Becoming A Protected Class  
Nick Norman  
Legislative Initiative Landlord Tenant Law  
AANH Government Affairs Chair  
[NickNorman@yahoo.com](mailto:NickNorman@yahoo.com)  
603-432-5549

HB1291  
NORMAN

Property Owner Position: Against, vote to kill this bill.

Please protect our housing affordability by voting Inexpedient To Legislate.

Summary: The bill would make holders of Section 8 vouchers a protected class under the state fair housing statute.

Screening a Section 8 tenant for bad landlord references, eviction records, criminal activity, sexual offender, and bad credit would not be protected.

Only 2 reasons for denying a Section 8 applicant would be expressly allowed:

- (a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or
- (b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

Generalized information:

The Section 8 program was originally designed and still is designed by the federal government to be voluntary. Given the breadth of program demands, property owners should be free to choose whether they want to participate or not.

See [LeasingProcessComparison.pdf](#), included or attached, graphically showing the much more complicated process to place a Section 8 tenant in an apartment.

A study was put out by HUD on landlords' experience with the HCV program. One of the key takeaways is that property owners are largely frustrated with the bureaucratic inefficiencies and burdens from the public housing authority. Landlords also tend to have negative experiences with voucher holders in part because the PHA screening is less rigorous than the property owner's when looking for a tenant.

HUD recently put out an "[HCV Landlord Strategy Guidebook](#)" which is aimed at increasing landlord participation in the program, indicating that it is HUD's responsibility to encourage participation, not mandate it.  
<https://www.hudexchange.info/resource/6314/hcv-landlord-strategy-guidebook/>

The U.S. Department of Housing and Urban Development (HUD) and local Public Housing Authorities (PHAs) who administer the program require participating property owners and operators to adhere to additional regulatory requirements, which are otherwise not imposed in a standard apartment leasing transaction.

These requirements may include, but are not limited to, the following:

- Prescribed tenancy approval process.
- Approval of the owner's preferred lease by the PHA.
- Execution of a "tenancy addendum" to be attached to every voucher holder's lease.
- In addition to the owner and resident's agreement, owners must agree to enter into a Housing Assistance Payments (HAP) contract with the PHA and to enforce lease terms and comply with administrative responsibilities contained therein.
- Rents subject to "reasonableness" requirements, possible delays and inconsistencies in disbursement of subsidies, and even arbitrary withholding of payments.

- Limits on rent increases which are subject to approval by the PHA and often do not keep pace with local market rates.
  - Inspections delays and duplicative requirements.
  - Lack of support from program administrators to assist owners and operators in addressing resident noncompliance concerns.
  - Significant challenges stemming from inconsistency in service and interactions with program administrators.
- These challenges create uncertainty in rental housing operations and often undermine the ability of owners to properly manage risk, leading to negative outcomes for owners and residents alike.

The National Apartment Association is actively working with HUD to assist them understanding what is needed to increase property owner participation in the Section 8 program. A summary of their findings called "It's Not the Source, It's the Strings" can be found here:

<https://www.naahq.org/news-publications/its-not-source-its-strings>

The summary of this report mentions:

"Revitalization of the Section 8 Housing Choice Voucher Program is a key priority for the National Apartment Association (NAA) and the industry it represents. In 2018, NAA gathered experts among its membership to identify the most significant challenges that deter owners and operators from participating in the program. NAA's members deliberated and came to a consensus on practical solutions that would incentivize voluntary participation in the HCV Program and optimize its potential for success."

It is followed by a list of suggestions for improvements to the program that would increase participation.

Also note:

On March 12, 2019, the Pennsylvania Commonwealth Court has affirmed the trial court decision to invalidate the City of Pittsburgh's Source of Income (SOI) Ordinance. The ordinance prohibits rental housing providers from denying housing to an applicant on the basis of an individual's status as a Section 8 voucher holder. In essence, the ordinance would mandate owners and operators' participation in the Section 8 Housing Choice Voucher (HCV) Program.

January, 24, 2021 the Supreme Court Of Pennsylvania Western District upheld the decision.

If you want to increase participation then create Publicly-funded risk mitigation programs serve as an excellent example that increases owner and operator participation in the HCV program. These programs are established by state and local governments as a safeguard to encourage property owners and operators to accept applicants with housing barriers that would not normally qualify, with broad applicability to voucher holders or others that may have negative criminal or rental history. The funds assist owners and operators with possible financial challenges resulting from tenancy, such as damages that exceed the renter's security deposit, eviction costs, or lost rent.

Don't push the expense onto property owners which will on increase market rents and worsen housing affordability. See Risk Mitigation Statutory Report, attached, for a State by State listing Risk Mitigation Programs across the country.

More Detailed Info

This bill would be opening up discrimination lawsuits to landlord of all sizes and severely limit the landlord's ability to screen for good tenants to provide safe quiet enjoyment for all tenants at the property.

If lines 6 – 13 of the bill passed, a landlord lord could not screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit.

In fact the only 2 reasons for denying a Section 8 applicant are clearly stated as:

- (a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or
- (b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R.



982.401.

There is an entire host of issues with the Section 8 contract that would be forced upon a landlord. The bill would naturally lead to landlords raising the rent to over the Section 8 allowance. Do we really want to force a large rent increase at this time?

This bill was tried in a previous session and failed.

The prevailing opinion revolved around a landlord being forced to enter into a multi page contract with the government backed up by hundreds of pages of supporting regulation with no say in the content of the contract which is naturally weighted heavily in favor of the government and not the landlord.

There are many flaws in this bill.

Unlike other law, the bill fails to make an allowance for resident landlords. (Restricted v. non restricted)

HCV contracts and supporting legislation is complex and restrictive, something that many landlords find unacceptable. From the beginning, the Section 8, Voucher Choice, program would strategically designed to be voluntary.

The government should not be in the business of compelling people to enter into contracts with which they disagree. If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

We have an undeniable history of government agencies over reaching their authority, doing everything they can to avoid rulings of the court, with out regard to the lives and businesses they are affecting.

HUD writes its own rules, "from on high", that landlords have no say in. For instance. during the pandemic, and still now, HUD has overruled NH law by requiring a 30 day eviction notice for non-payment. NH law is 7 days. (note that the loss of 23 days rent is a 6.3% rent increase promulgated by the Federal government, Does NH want HUD to dictate rent increases to us?). Further it is understood that during the federal moratoriums if an owner had one section 8 tenant in a multiunit building then the entire building was a "covered property" not just the one unit. This meant for a time HUD had control over writing rules for the entire building that the owner had no say over.

Federal COVID rules imposed unreasonable restrictions on landlord (i.e. extended eviction moratorium) not imposed by the state. It is not right to force landlords into such an alliance.

Once a voucher holder is in a building the landlord is at the mercy of the section 8 inspector. One landlord member writes:

"I was recently ordered to replace a \$4000 kitchen floor that the tenant had damaged."

You see HUD would require that the landlord pay for damages caused by the tenant.

Did you know that HUD writes and enforces it's own rules on lead abatement that overrule the state's lead abatement rules? We have no say in the content of these rules.

A government requiring private citizens to participate in a government program is a slippery slope. If it isn't unconstitutional or illegal, it should be.

There are many reasons why a landlord would choose not to participate in the program.

Tenant quality issues, difficulty with administering rent increases, added oversight regarding property inspections and the demand to repair tenant damage without compensation are a few. If the Housing Authorities want landlord participation, they should speak with landlords about why participation is a challenge and address those concerns.

Essentially, we need to fix the program not stuff it down landlord's throats against our will and our rights.

Two of the likely reasons for this bill is that section 8 people are having trouble obtaining apartments and that the sponsors believe that if the section 8 people move into better areas, they and their children will do better. However, the shortage of apartments in New Hampshire is state wide, and the bill does nothing to increase the supply. Note that people have 60 days to locate an apartment that can be extended up to 120 days.

Also, since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, it will give landlords more incentive to raise rents which will result in less apartments being available to voucher holders. In regard to the second reason, there is no exemption for the number of units that a landlord must rent to section 8 voucher holders. It could result in two or more units in a small building, such as a 3 or four unit building being rented to voucher holders, thus defeating the purpose of the bill. Further, if the one of the principles of the bill is that these classes of tenants would have a better chance of improving their situations if they could live in better areas, does that mean that all public housing that concentrates people of low income and financial means in one project should be eliminated?

The bill would take away a landlord's ability to screen a tenant based on their income. What happens when tenant assistance runs out or they are kicked off the program. The landlord now has a tenant that can't afford the apartment. They would never have met the screen requirement for income to begin with.

There are valid reasons why a landlord would not want to accept Section 8. Primarily because of the large and increasing amount of regulatory scrutiny that surrounds it. A landlord should not be forced to accept these regulatory standards which can be onerous, especially in older structures.

Of particular note are the lead paint regulations which are not in concert with NH regulations, and require more stringent controls than the state already requires.

The section 8 program is not just a choice voucher. It has many strings attached.. It creates additional burden, cost and risk on landlords, especially small landlords with older properties. Also, in a more extreme case, a landlord might not trust the section 8 housing authority to fund payments (credit risk), ie in a government shutdown, etc.

Some terms:

Section 8 Lease: Actually there is a lease & a contract. The landlord and tenant come to agreement on whatever is their normal lease AND the Section 8 program requires a separate contract called the HAP contract, Housing Assistance Payments, between the owner and the Housing Finance Authority.

This HAP Contract is called loosely the Section 8 lease but that is technically incorrect.

There are so many problems with this bill it is crazy. Here is a listing of some.

1. Misguided solution to Section 8 issue.

Presently a good number of landlords accept and many do not accept the Section 8 program.

The issue is sometimes a tenant receiving Section 8 assistance contacts a landlord who does not accept the Section 8 program. The landlord doesn't accept the program because it is essentially bad for landlords and costs more time and money.

Instead of working to make the Section 8 program more palatable to landlords, HB1291 attempts to solve the issue by making it illegal to discriminate based on Section 8.

In plain words, rather the fix the program, HB1291 attempts to ram the program, as is, down landlords throat.

2. Isn't it illegal to be forced to sign a government contract?

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the Section 8 program or be guilty of discrimination.

In this case, it is clear that HB1291 would force the landlord into signing the HAP contract, a government contract which they have no say over.

3. Many provisions of the Section 8 HAP contract are troublesome, illegal or believed to be unconstitutional. See HAP contract here: [https://www.hud.gov/sites/documents/DOC\\_11737.PDF](https://www.hud.gov/sites/documents/DOC_11737.PDF)

A. Part A section 7, The housing authority can and does change the amount of monthly assistance during the term of the contract. This happens when the tenant's household income varies. It causes extra book keeping and errors tracking the ever changing rental split between housing and tenant.

B. Part B section 2 c. The lease between the landlord and the tenant must include word for word all provisions of the tenancy addendum required by HUD. This is 4 pages of small print legalese.

If a landlord fails to do this, the landlord will not receive rent from the housing authority until the lease is amended to conform to this requirement. Something people without a legal background could miss.

C. Part B section 4b(2). The housing authority (PHA) "may terminate payments for any grounds authorized in accordance with HUD requirements." The problem is that if the family does something like drugs, and the landlord is evicting, the housing authority could cut off funds for the landlord, and since the family is poor or they would not be receiving section 8, the landlord would not have anyone to go after for lost rent.

D. Part B section 4 b (3) If the family moves the HAP contract terminates automatically. So if a family breaches the lease, as is a "midnight move out", the lease is meaningless and the authority can stop paying.

E. Part B section 4 b (5) The HAP contract can be terminated if the PHA determines per HUD requirements, that there is insufficient funding to support the continued assistance. Here HUD itself shows it has funding concerns .

F. Part B section 4 b (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide. So, no rent but how do we get rid of the live-in aid, and who has to incur the lost rent while the live-in aid is being evicted?

G. Part B section 10 a (2) it is a breach of the HAP contract if the owner has violated any obligation under any other HAP contract. So, for landlords with multiple buildings, if there is a problem in one building that is a breach then all section 8 payments could stop. With one very bad tenant, who lies, this could be a major problem

Also subparagraph (5) it is a breach if the owner engaged in any violent criminal activity. So, no defending yourself against a tenant who threatens you with bodily harm. This applies to all tenants and not just the section 8 ones.

H. Part B section 11. (a, b, and c but particularly b) The owner has to give "full and free access" to HUD, PHA, and the Comptroller General any and all information, records, computer files, accounts that are relevant to the HAP contract. HUD HAS DECIDED THAT THEY DO NOT HAVE TO COMPLY WITH THE FOURTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES. (Illegal search and seizure or need for probable cause).

If someone wants to challenge this, then they are in breach of the HAP contract and rent stops. (You do what we want or we will bankrupt you).

I. Part B section 13. Any public official, members of a governing body, or State or local legislator, who exercises function or responsibilities with respect to the program can not participate in the program. So, public officials will be barred from being landlords if HB1421 passes and landlords should not participate in

government to avoid this provision. (Although this provision can be waived by HUD)

J. Part B section 14. (a) PHA can keep the sale of the property from going through by refusing to let the new owner take over the lease.

K. Part B section 14 (e) PHA will not allow assignment of HAP contract, sale of property, to an immediate relative.

L. Part C section 5 (d) Owner cannot evict tenant for failure of the PHA to pay rent which gives PHA Tremendous leverage over the owner.

M. Part C section 8 (e) 1 & 2 The apartment can be destroyed & all neighboring tenants harassed & endangered but the owner cannot evict if it's connected with Domestic Violence.

Perpetrators allowed back in by victim.

Many times the victims allow the perpetrator into the new apartment. Are other tenants to be in danger if new tenant who is victim of DV lets abuser back into their living space? What if one of the tenants are harmed by the perpetrator. Can the landlord now be held somehow liable because the landlord could not do anything to eliminate the perpetrator?

If this happens, landlords have limited ability to evict unless they are witnesses to new abuse or disturbance of the peace. The eviction requires a 30 days notice plus all the time the courts take so it could take 2 to 3 months at a minimum to evict the perpetrator. Mean time all the other tenants in the building who are subject to the fights, generally are reluctant to call police, and may move on account of the continued problem. Now the landlord is only left with the troubled unit and will likely have trouble rerenting because of the troublesome unit.

4. Section 8 tenants are more costly for landlords although landlords by HUD rules can not charge more for them.

a. more paper work. The Section 8 lease and contract is very large with an extreme number of clauses. This means the landlord will have to except all the provisions that this government body dreams up and the landlord as no control over.

b. must take time for initial inspection

c. must take time for annual inspections

d. there are annual financial reviews of the tenants if not more often, which changes the amount paid by the housing authority and the tenant. Increases bookkeeping time and chances of errors.

e. More regulations, and different standards such as with lead paint renovations which would now have to meet more stringent HUD rules.

Did you know that having a housing assistance tenant forces you to follow HUD RRP rules instead of EPA RRP rules. The HUD rules are more restrictive and expensive to follow which will absolutely increase your expenses and create more vacancy. Some of the extra HUD RRP rules:

1. Under EPA you can have one RRP certified worker supervising other works.

On HUD Section 8 job ALL workers must be RRP certified.

2. Under EPA the RRP renovator may do an official "Cleaning Verification Procedure" to release the job back to the occupant.

On HUD Section 8 job several dust wipes performed only by a dust wipe technician, Lead Inspector or Risk Assessor must be performed sent to a lab and the result proven to be <40 micrograms/square foot lead. If not then the contractor must reclean and pay for more lab dust wipes until the job meets the HUD requirement.

3. Under EPA there is no prohibition to work on a windy day as long as you can meet containment.

On HUD Section 8 job you must shut down the job on a windy day (>20MPH).

4. Under EPA you are required to meet RRP rules only if disturbing more than 6 square feet.

On HUD Section 8 job you have to invoke HUD RRP rules if disturbing more than 2 square feet.

There are several more restrictions. HUD Section 8 jobs are always more restrictive in their rules.

- f. Need housing authority approval to raise rents, and there are limitations on rent increases based upon what is allowed by HUD
- g. Sec 8 is funded by what has been often been a dysfunctional Congress. Who knows what they will continue to fund.
- h. Landlords should not be forced to have too many sec 8 tenants, if funding is reduced the landlord could face financial ruin.
- i. This will open all our rental properties to having to be up to government (HUD) codes including at least annual inspections, not just current building code.

The bill gives people on sec 8 & any type of housing assistance greater rights than people who work and pay rent from their paychecks.

#### 5. Limited ability to screen new tenants.

To protect yourself from discrimination suits you will be likely need to give preference to accept Section 8. You will not be allowed to deny someone your apartment if they have bad landlord references or bad credit if those references and credit are "caused" by the domestic violence, sexual assault, or stalking. Maybe this could be stretched to say the reasons that cause a tenant to be eligible for Section 8 are the reasons for their bad credit. If so landlords could not refuse a Section 8 tenant because of their bad credit. Could that be extended to say they could not be refused because of bad past rental payments.

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the section 8 program or be guilty of discrimination.

Isn't it unconstitutional or illegal for government to force a private business person into a government contract?

#### 6. More legal battles to fight.

It happens often that a landlord who never had any intent to discriminate winds up spending hours and hours and thousands of dollars in an effort to convince an investigator of their innocence. This could easily open up "frivolous" lawsuits against landlords.

#### 7. Potential issues with property insurance

Some insurance companies won't do insurance if Section 8 is more than 20%-50%.

Standard Insurance companies research shows that if there is a majority of a building rented to Section 8 occupants then there tend to be more liability claims and less maintenance is done on the building. We have been told by insurance agents that it is their right not to insure the building in that situation and that insurance rates would likely go up if a landlord had large amounts of section 8 tenants in their building.

#### 8. Depressing effect on value of multi-families and real estate market.

In the investment markets something that provides a stable return is valued higher than something uncertain. HB1291 creates a huge amount of uncertainty as to what a property owner income depending on how many Section 8 tenants with accompanying expenses he/she happens to be required to accept plus the uncertainty of property insurance costs or even obtaining insurance. All of this would cause multifamily investment property to be less valuable.

This is a terrible bill and worsens the affordability issue in NH

Please protect our housing affordability by voting Inexpedient To Legislate.

HB 1291  
HORRIGAN

**Testimony in Favor of HB 1291:**

**“AN ACT prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.”**

NH House Judiciary Committee

Rep. Timothy Horrigan (Strafford 6); January 19, 2022

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“Section 8” is a federal program which was created in the mid-1970s to provide rental housing assistance to landlords who serve low-income tenants. Its full name is Section 8 of the Housing Act of 1937 (42 U.S.C. § 1437f). Tenant-based Section 8 services are provided by local Public Housing Authorities, which here in New Hampshire exist only in certain towns and cities. However, the New Hampshire Housing Finance Authority provides state-wide oversight of Section 8 programs.

Section 8 provides both project-based and tenant-based assistance. HB 1291 deals with the most famous Section 8 program, the “Housing Choice Voucher Program” (CVP), often referred simply as “Section 8 Vouchers.” This is a very popular program (popular with tenants, at least) whose waiting lists are so long, tenants in many areas cannot even get on the list. Ironically, once you get one of those vouchers, after waiting several years, you only have a few months to find a place to rent.

The actual data shows that Section 8 Voucher tenants are preferable to comparable non-voucher tenants: they pay their rent on time, they take better care of their units, and they stay longer (an average of 8.75 years.) But the House Judiciary will likely hear a lot of anecdotes to the contrary from the landlord lobby at today's hearing. It is true that a small percentage of Section 8 tenants are bad, but this is true of all tenants, subsidized as well as unsubsidized. The landlord lobby will likely also complain about the bureaucracy, and it is true that Section 8 tenants have more guaranteed rights— and more enforceable rights— than regular tenants, and the local Public Housing Authorities defend those rights zealously. In my opinion that is not a bad thing. The Section 8 housing standards are detailed, but they are also reasonable and commonsensical.

**Archived:** Wednesday, March 16, 2022 10:39:04 AM

**From:** [Chris Schleyer](#)

**Sent:** Tuesday, January 18, 2022 12:11:23 PM

**To:** [~House Judiciary Committee](#)

**Subject:** HB1291 - Housing Vouchers

**Importance:** Normal

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I am writing this email in opposition of HB1291, which requires property owners to participate in the Housing Choice Voucher Program (Section 8). The issue of whether or not an owner of rental property chooses to accept a section 8 voucher holder is not one of discrimination, but rather an individual business decision. Participation in the Housing Choice Voucher program requires the owner to agree to and sign a non-negotiable 13-page contract with the PHA. Many provisions of this contract are not in the best interest of property owners, which include intensive oversight by the PHA over personal property rights. Participation in a government program restricting personal property rights should not be compulsory.

HB1291 maintains that choosing not to participate in the program is an act of discrimination, yet the bill does not appear to allow for denial of Housing Choice Voucher holders based on industry wide resident screening standards, such as inadequate income, criminal background, credit worthiness and the review of landlord references.

Over the past 20 years I have participated in the Housing Choice Voucher program 1000's of times and with mixed results. As a result of my direct experience with the program, I have chosen to limit the number of vouchers I approve within my portfolio. HB1291, would prohibit this prudent business decision.

Property Owners have their reasons for not participating in the Voucher program, and although it may be true that the PHA's are having trouble recruiting landlords to the program, legislating compulsory participation is not the right answer. PHA's should instead listen to property owners concerns and respond accordingly to rebrand the program and encourage willful participation.

Please vote no on HB1291

Chris Schleyer  
Principal  
Elm Grove Companies  
603-821-0077

**Archived:** Tuesday, March 15, 2022 11:46:46 AM

**From:** [Chris Stage](#)

**Sent:** Wednesday, January 26, 2022 8:03:32 AM

**To:** [~House Judiciary Committee](#)

**Subject:** Hb1291

**Importance:** Normal

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To the committee,

I write express my objection to this bill. As a small landlord I have had several section 8 tenants, and have had bad experiences with all of them. They have broken key stipulations of the lease regarding pets, smoking, extra occupants not listed on the lease, illegal activities ie. Drug dealing, and property damage. Some of them have been habitually late or delinquent on paying rent. They are also hard to evict when you have to. All of them have left owing significant amounts of money or leaving property damage costing more to repair than their damage deposit. these things could not be recovered in courts and has had to be written off. As far as I know the US Constitution still provides me with the right of free association under the bill of rights. Up until this bill (if enacted) I was free to associate with the section 8 housing division of the government or to not associate with it. My association has left a bad taste in my mouth every time. Maybe I will take a section 8 tenant in the future, maybe I won't. That goes on a case by case basis depending on who applies for Any given unit. I believe the decision who I rent to should be mine, not the government. The buildings are mine. I pay the bills, I pay the taxes. One of the corner stones of a free people is the freedom to make choices based on the best available information. Don't take this choice away from landlords. We provide a service for the state to provide quality, affordable housing. If you want us to continue providing this service, quit trying to put us out of business with regulations like the one this bill would impose. I would urge you to vote against this bill.

Christopher D. Stage

Blucher Street Real Estate LLC

252 Chester St.

Chester, NH 03036

Sent from my iPad



**Archived:** Wednesday, March 16, 2022 10:39:05 AM

**From:** Colette NH

**Sent:** Monday, January 17, 2022 11:17:26 AM

**To:** ~House Judiciary Committee

**Subject:** Several Bills- Please vote against.

**Importance:** Normal

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Good morning,

This session your committee will be discussing and voting on several bills that will tie the hands of landlords who are trying to provide good, fair and safe housing. Please do not support the following bills:

- HB 1042 Health Advisories to Vacation Home Renters. This bill would require the landlord/home owner to notify any renters of the presence of fecal bacteria or cyanobacteria in bodies of water. Often times these types of contaminations occur overnight. It is unrealistic for anyone to know of the presence of these contaminants on a daily basis. It only open the door for unnecessary litigation.
- HB 1200 45 Day notice of rent increase. It is difficult enough for landlords to try to pay the current bills. Our cost of real estate taxes, heat, electricity and especially labor are going up astronomically. We need to be able to pay our bills and delaying rent increases will dramatically effect this. As a landlord if I have to wait 45 days for rent increases my only option would be to make rent increase larger due to the increase waiting time.
- HB 1133 Prohibiting Termination of Lease on Sale. This is already in current law.
- SB 217 90 day Eviction Notice for Repairs or Renovations. - Most often if a unit needs repairs or renovations waiting 90 days will likely place the unit in an inhabitable position. This in and of itself is not in the best interest of tenants.
- HB 1408 Application Fees Refund – It takes a lot of time and effort to process an application. Refunding this every time a tenant is not chosen to rent a particular unit will again raise the costs to landlords who will necessarily need to raise rents.
- HB 1291 Section 8 Becoming a Protected Class This is insane. I believe your objective is to increase rental units not decrease them. Passing this would have the would take housing units off the market.

In summary, your vote to make it harder to be a landlord will only serve to decrease the number of rental units. Landlords are not bad people needing to be punished for the service we provide. We are small business owners trying to provide as affordable housing as possible and make a reasonable living for our families.

Thank you for your consideration and service.

Sincerely

*Sincerely*

*Colette Worsman*

62 Black Brook Road

Meredith, NH 03253

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**Archived:** Wednesday, March 16, 2022 10:39:07 AM

**From:** Daniel Richardson

**Sent:** Sunday, January 16, 2022 10:11:49 PM

**To:** ~House Judiciary Committee

**Cc:** Tom Lanzara; Cam Kenney; Wendy Chase; Timothy Horrigan; Marjorie Smith; Tim Smith; Matt Wilhelm; Gaby Grossman; David Watters; Cindy Rosenwald; Donna Soucy

**Subject:** In Opposition to HB 1291 prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.

**Importance:** Normal

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Ref: Jan 19, 2022 Committee Meeting

HOUSE JUDICIARY COMMITTEE -

I write in opposition to HB 1291. This bill deprives property owners their commercial right and freedom to not do business, if the denial could, in any manner, be construed as based on being a Housing Choice Voucher Program participant. The fact is that ANY DENIAL CAN BE CONSTRUED as having that basis. All it takes is a false claim to place the property owner on the defensive and be sued in court. It allows only two narrow reasons to deny letting property.

This bill ignores the host of valid business rationale for denial including drug history, criminal record, abusive demeanor, lack of hygiene, prior bad experience with individual, etc. It can be economically devastating to invoke common sense business rationale and risk unjust penalty of law.

Please oppose HB 1291 and find it ITL.

Daniel Richardson, Nashua

**Archived:** Wednesday, March 16, 2022 10:39:06 AM

**From:** [Don Cummings](#)

**Sent:** Monday, January 17, 2022 6:25:15 AM

**To:** ~House Judiciary Committee

**Subject:** Please vote against HB1291, Section 8 Becoming A Protected Class

**Importance:** Normal

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Dear esteemed Committee Members,

Please vote against HB1291.

Thank you for your service,  
Don Cummings

--

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Don Cummings

Principal

Aptus Search

603 759-7361

[dcummings@aptussearch.com](mailto:dcummings@aptussearch.com)

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**Archived:** Wednesday, March 16, 2022 10:39:03 AM  
**From:** Elizabeth Young  
**Sent:** Wednesday, January 19, 2022 8:50:04 AM  
**To:** ~House Judiciary Committee  
**Subject:** Support HB 1291  
**Importance:** Normal

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Elizabeth Young

19 Old Suncook Road Apt 4203  
Concord NH  
03301

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January 16, 2022

Rep. Edward Gordon, Chair, NH House Judiciary Committee Members of the NH House Judiciary Committee

Re: Support HB 1291

Dear Chairman Gordon and members of the House Judiciary Committee,

Good afternoon, my name is Elizabeth Young and I live in Concord NH. I am a member of ABLE NH and the Granite State's disability community. I am writing today to strongly encourage you to support HB 1291 which would prohibit landlords from discriminating against renters using Housing Choice Vouchers.

The Housing Choice Voucher Program in NH is a key opportunity for people with disabilities to be productive members of their home communities. Sadly, not enough landlords participate in the Housing Choice Voucher Program. Even more sadly, landlords often reject housing vouchers. Landlords who have a blanket refusal to accept housing vouchers are in effect discriminating against people with disabilities.

In a time when there is a critical shortage of workforce housing in NH, this discrimination creates another barrier for people with disabilities to become participating members of their communities. Also, housing vouchers represent a stable, reliable income for landlords, so this practice is puzzling.

I, Elizabeth Young and my daughter Emma Parcels benefit from the Housing Choice Voucher Program.

My daughter is 19 and disabled from a rare pain condition called Complex Regional Pain syndrome. She uses a wheelchair. She requires a caregiver and can't work full time due to weekly infusions and medical treatments as well as her medical conditions. We have a HCV, and are fortunate to have an apartment. It's not her fault she's disabled, and I have two jobs to make ends meet. We can't move even though we live in an upstairs apartment and she uses a wheelchair, and there is no elevator. We can't find another landlord to take the HCV. She deserves to have the same quality of life as a non disabled person and not worry about landlords accepting her HCV.

Thank you for your attention to this important matter. I urge you to support HB 1291. Sincerely,  
Elizabeth Young

**Optional:**



**Add a photo of**

**yourself/your**



**loved one/your**



**family!**

- The Housing Choice Voucher Program is the largest housing assistance program in the nation for low- income tenants.
- Under the program tenants find their own apartment and pay approximately 30% of their income as their share of the rent. Local housing authorities, using HUD funds, pay the remainder of the contract rent.
- In the statewide voucher program, operated by the New Hampshire Housing Finance Authority, 66% of the assisted households are headed by a person with disabilities.
- The demand for the vouchers is so high that most applicants have to wait at least 5 years to get one.
- Currently in New Hampshire, after waiting years to get a voucher, many tenants lose them because  
  
they can't find a landlord who will accept them within the timeframe established by HUD and local  
  
housing authorities (usually 90-120 days).
- One of the main reasons that tenants can't use their vouchers is that many landlords simply refuse  
  
to accept them. Under HB 129 a blanket refusal to accept voucher holders would be unlawful, however:

o Landlords can still apply the normal screening policies that they apply to all other applicants. o Landlords can reject a voucher holder if the rent for the apartment is higher than what the

housing authority will approve.

o Landlords can reject a voucher holder if the apartment does not meet the minimum quality

standards established by HUD.

- Landlords should not be permitted to deny low-income families desperately needed housing –which

thanks to the section 8 program they can afford-- just because the landlord doesn't want to rent to "those people."

**Archived:** Tuesday, March 15, 2022 11:53:09 AM  
**From:** [Holly Pare](#)  
**Sent:** Sunday, January 23, 2022 6:06:01 PM  
**To:** [~House Judiciary Committee](#)  
**Subject:** HB1291 - PLEASE VOTE - INEXPEDIENT TO LEGISLATE  
**Importance:** Normal

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Good Evening,

I am a small landlord in NH and am requesting that you all please vote to Inexpedient to legislate. I would have signed in to vote against, but did not understand how to do so (as I believe is the case with many other landlords).

This bill would effectively take out of a landlords hands the decision to perform standard screening of any section 8 tenants, so we would be forced to accept individual who have bad credit, evictions, bad landlord references, criminal activity, etc. Basically this takes away a landlord right to find a qualified tenant, one who will pay their rent, be responsible and be respectful of other tenants. I could be forced to accept a tenant who is unwilling or unable to pay their portion of section 8 housing, and who could put my other tenants and myself in an unsafe situation.

The amount of additional administration and cost to a landlord of taking a section 8 tenant is also not being considered. HUD has all kinds of requirements which are above and beyond what is required by local and federal codes. This is an additional burden. Section 8 does not honor a landlords lease - why should I be forced to accept a contract which is not acceptable to me? Section 8 requires that an apartment be empty for an inspection - this would force us to lose a months rent so that section 8 can decide if our apartment meets their criteria.

This bill is bad on some many levels. The real issue is that affordable housing is needed for people. The focus should be on how to build more affordable housing, not to force landlords to accept Section 8 applicants.

We are just small landlords trying to get by, this bill would have a devastating impact on us.

PLEASE vote to inexpedient to legislate.

Thank you for your time.

Sincerely,

Holly Pare

**Archived:** Wednesday, March 16, 2022 10:39:01 AM

**From:** [Jeff Way](#)

**Sent:** Wednesday, January 19, 2022 11:15:40 AM

**To:** [~House Judiciary Committee](#)

**Subject:** HB1291

**Importance:** Normal

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To Whom It May Concern,

I am not in favor of this getting passed as I feel all our applicants should have to follow the same application requirements: credit, income and references.

Thanks,

Jeff Way

Arthur Thomas Properties  
10 Durham Rd  
Dover NH 03820  
603.413.6175



**Archived:** Wednesday, March 16, 2022 10:38:59 AM  
**From:** [Jessica Miller](#)  
**Sent:** Wednesday, January 19, 2022 12:50:37 PM  
**To:** [~House Judiciary Committee](#)  
**Subject:** HB1291 - Oppose  
**Importance:** Normal

---

Thanks,  
*Jessica*

Arthur Thomas Properties, LLC | 10 Durham Road, Dover, NH 03820 | Web:  
[ArthurThomasProperties.com](http://ArthurThomasProperties.com) | Office: 603.413.6175

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**Archived:** Wednesday, March 16, 2022 10:39:01 AM  
**From:** [jonmkelly@gmail.com](mailto:jonmkelly@gmail.com)  
**Sent:** Wednesday, January 19, 2022 11:33:10 AM  
**To:** ~House Judiciary Committee  
**Cc:** Jon Kelly  
**Subject:** NO to HB 1291  
**Importance:** Normal

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January 19,2022

To: House Judiciary Committee  
From: Jon Kelly, Penacook, NH  
Re: NO to HB 1291

Please vote ITL on HB 1291, a bill that compels all landlords, including small landlords like me, to participate in the Section 8 program. Currently, some housing providers choose not to participate because we don't have the resources to deal with a government program with many strings attached.

I understand that proponents of the bill view this as "discrimination," but that is a loaded word, one that implies malicious intent. The small landlords I know do not have malicious intent; they make decisions based on legitimate business reasons.

Another loaded set of words (especially when paired with "discrimination") is "source of income." There are many sources of income, some stigmatized and some not. The small landlords I know don't care about the stigma. They care about providing good housing at a fair price. Those who do not take Section 8 are not discriminating against people based on source of income; they are choosing not to become business partners with a government agency with a reputation for onerous demands.

One especially troubling condition of Section 8 is that the government tells private housing providers what they can charge for rent. Currently my rent is determined by my costs and by the market, not by federal price controls. Changing that will harm my ability to run the business. If I am not allowed to make a fair profit from one apartment, then I must increase the rent on other tenants to compensate for the loss. Please don't put landlords – and tenants—in that position.

I understand that Section 8 is good for some landlords, usually larger ones who can operate full time and hire property managers to deal with the red tape. But that is not the case for mom-and-pop landlords. We should be supporting small landlords, not making their work more difficult and their housing stock more expensive.

Some of my fellow housing providers choose to accept Section 8 because of the guaranteed percentage of rent. Good for them. I support their right to do that voluntarily. While guaranteed rent sounds attractive, I remember the three times in my adult life that the federal government shut down and failed to pay its bills on time. And I am concerned by the many, many times the government was on the brink of shutting down until politicians saved the day at the last minute. I should be free to decide for myself if I want to partner with any institution, but especially one that has been unreliable in paying its bills.

I am also concerned about the ethics of forcing a citizen to enter into a government program, especially one conceived and promoted as voluntary. We don't do that in America.

New Hampshire should remain one of the 35 states that maintains the integrity of Section 8 as a voluntary program. To do otherwise is to sabotage the intent of the federal law. It is disrespectful to the democratic process. It is also disrespectful to the men and women in Congress who voted for the US Housing Act in 1937 with the faith and understanding that Section 8 would be voluntary.

Thank you,

Jon Kelly  
21 Washington Street  
Penacook, NH 03303

Sent from [Mail](#) for Windows

**Archived:** Wednesday, March 16, 2022 10:38:59 AM  
**From:** [Jonathan Hill](#)  
**Sent:** Wednesday, January 19, 2022 1:19:00 PM  
**To:** [~House Judiciary Committee](#)  
**Subject:** KILL BILL HB1291  
**Importance:** Normal

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Please vote this bill Inexpedient To Legislate and kill the bill.

This bill would be opening up discrimination lawsuits to landlord of all sizes and severely limit the landlord's ability to screen for good tenants to provide safe quiet enjoyment for all tenants at the property.

If lines 6 – 13 of the bill passed, a landlord lord could not screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit.

In fact the only 2 reasons for denying a Section 8 applicant are clearly stated as:

(a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or

(b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

There is an entire host of issues with the Section 8 contract that would be forced upon a landlord. The bill would naturally lead to landlords raising the rent to over the Section 8 allowance. Do we really want to force a large rent increase at this time?

This bill was tried in a previous session and failed.

The prevailing opinion revolved around a landlord being forced to enter into a multi page contract with the government backed up by hundreds of pages of supporting regulation with no say in the content of the contract which is naturally weighted heavily in favor of the government and not the landlord.

There are many flaws in this bill.

Unlike other law, the bill fails to make an allowance for resident landlords. (Restricted v. non restricted)

HCV contracts and supporting legislation is complex and restrictive, something that many landlords find unacceptable. From the beginning, the Section 8, Voucher Choice, program would strategically designed to be voluntary.

The government should not be in the business of compelling people to enter into contracts with which they disagree. If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

We have an undeniable history of government agencies over reaching their authority, doing everything they can to avoid rulings of the court, with out regard to the lives and businesses they are affecting.

HUD writes its own rules, "from on high", that landlords have no say in. For instance. during the pandemic, and still now, HUD has overruled NH law by requiring a 30 day eviction notice for non-payment. NH law is 7 days. (note that the loss of 23 days rent is a 6.3% rent increase promulgated by the Federal government, Does NH want HUD to dictate rent increases to us?). Further it is understood that during the federal moratoriums if an owner had one section 8 tenant in a multiunit building then the entire building was a "covered property" not just the one unit. This meant for a time HUD had control over writing rules for the entire building that the owner had no say over.

Federal COVID rules imposed unreasonable restrictions on landlord (i.e. extended eviction moratorium) not imposed by the state. It is not right to force landlords into such an alliance.

Once a voucher holder is in a building the landlord is at the mercy of the section 8 inspector. One landlord member writes:

"I was recently ordered to replace a \$4000 kitchen floor that the tenant had damaged."  
You see HUD would require that the landlord pay for damages caused by the tenant.

Did you know that HUD writes and enforces it's own rules on lead abatement that overrule the state's lead abatement rules? We have no say in the content of these rules.

A government requiring private citizens to participate in a government program is a slippery slope. If it isn't unconstitutional or illegal, it should be.

There are many reasons why a landlord would choose not to participate in the program. Tenant quality issues, difficulty with administering rent increases, added oversite regarding property inspections and the demand to repair tenant damage without compensation are a few. If the Housing Authorities want landlord participation, they should speak with landlords about why participation is a challenge and address those concerns.

Essentially, we need to fix the program not stuff it down landlord's throats against our will and our rights.

Two of the likely reasons for this bill is that section 8 people are having trouble obtaining apartments and that the sponsors believe that if the section 8 people move into better areas, they and their children will do better. However, the shortage of apartments in New Hampshire is state wide, and the bill does nothing to increase the supply. Note that people have 60 days to

locate an apartment that can be extended up to 120 days.

Also, since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, it will give landlords more incentive to raise rents which will result in less apartments being available to voucher holders. In regard to the second reason, there is no exemption for the number of units that a landlord must rent to section 8 voucher holders. It could result in two or more units in a small building, such as a 3 or four unit building being rented to voucher holders, thus defeating the purpose of the bill.

Further, if the one of the principles of the bill is that these classes of tenants would have a better chance of improving their situations if they could live in better areas, does that mean that all public housing that concentrates people of low income and financial means in one project should be eliminated?

The bill would take away a landlord's ability to screen a tenant based on their income. What happens when tenant assistance runs out or they are kicked off the program. The landlord now has a tenant that can't afford the apartment. They would never have met the screen requirement for income to begin with.

There are valid reasons why a landlord would not want to accept Section 8.

Primarily because of the large and increasing amount of regulatory scrutiny that surrounds it. A landlord should not be forced to accept these regulatory standards which can be onerous, especially in older structures.

Of particular note are the lead paint regulations which are not in concert with NH regulations, and require more stringent controls than the state already requires.

The section 8 program is not just a choice voucher. It has many strings attached.. It creates additional burden, cost and risk on landlords, especially small landlords with older properties. Also, in a more extreme case, a landlord might not trust the section 8 housing authority to fund payments (credit risk), ie in a government shutdown, etc.

Some terms:

Section 8 Lease: Actually there is a lease & a contract. The landlord and tenant come to agreement on whatever is their normal lease AND the Section 8 program requires a separate contract called the HAP contract, Housing Assistance Payments, between the owner and the Housing Finance Authority.

This HAP Contract is called loosely the Section 8 lease but that is technically incorrect.

There are so many problems with this bill it is crazy. Here is a listing of some.

1. Misguided solution to Section 8 issue. Presently a good number of landlords accept and many do not accept the Section 8 program. The issue is sometimes a tenant receiving Section 8 assistance contacts a landlord who does not accept the Section 8 program.

The landlord doesn't accept the program because it is essentially bad for landlords and costs more time and money.

Instead of working to make the Section 8 program more palatable to landlords, HB1291 attempts to solve the issue by making it illegal to discriminate based on Section 8.

In plain words, rather than fix the program, HB1291 attempts to ram the program, as is, down landlords' throats.

1. Isn't it illegal to be forced to sign a government contract?

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the Section 8 program or be guilty of discrimination. In this case, it is clear that HB1291 would force the landlord into signing the HAP contract, a government contract which they have not say over.

2. Many provisions of the Section 8 HAP contract are troublesome, illegal or believed to be unconstitutional.

See HAP contract here: [https://www.hud.gov/sites/documents/DOC\\_11737.PDF](https://www.hud.gov/sites/documents/DOC_11737.PDF)

A. Part A section 7, The housing authority can and does change the amount of monthly assistance during the term of the contract. This happens when the tenant's household income varies. It causes extra book keeping and errors tracking the ever changing rental split between housing and tenant.

B. Part B section 2 c. The lease between the landlord and the tenant must include word for word all provisions of the tenancy addendum required by HUD. This is 4 pages of small print legalese.

If a landlord fails to do this, the landlord will not receive rent from the housing authority until the lease is amended to conform to this requirement. Something people without a legal background could miss.

C. Part B section 4b(2). The housing authority (PHA) "may terminate payments for any grounds authorized in accordance with HUD requirements." The problem is that if the family does something like drugs, and the landlord is evicting, the housing authority could cut off funds for the landlord, and since the family is poor or they would not be receiving section 8, the landlord would not have anyone to go after for lost rent.

D. Part B section 4 b (3) If the family moves the HAP contract terminates automatically. So if a family breaches the lease, as is a "midnight move out", the lease is meaningless and the authority can stop paying.

E. Part B section 4 b (5) The HAP contract can be terminated if the PHA determines per HUD requirements, that there is insufficient funding to support the continued assistance. Here HUD itself shows it has funding concerns .

F. Part B section 4 b (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide. So, no rent but how do we get rid of the live-in aid, and who has to incur the lost rent while the live-in aid is being evicted?

G. Part B section 10 a (2) it is a breach of the HAP contract if the owner has violated any obligation under any other HAP contract. So, for landlords with multiple buildings, if there is a problem in one building that is a breach then all section 8 payments could stop. With one very bad tenant, who lies, this could be a major problem

Also subparagraph (5) it is a breach if the owner engaged in any violent criminal activity. So, no defending yourself against a tenant who threatens you with bodily harm. This applies to all tenants and not just the section 8 ones.

H. Part B section 11. (a, b, and c but particularly b) The owner has to give "full and free access" to HUD, PHA, and the Comptroller General any and all information, records, computer files, accounts that are relevant to the HAP contract. HUD HAS DECIDED THAT THEY DO NOT HAVE TO COMPLY WITH THE FOURTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES. (Illegal search and seizure or need for probable cause).

If someone wants to challenge this, then they are in breach of the HAP contract and rent stops. (You do what we want or we will bankrupt you).

I. Part B section 13. Any public official, members of a governing body, or State or local legislator, who exercises function or responsibilities with respect to the program can not participate in the program. So, public officials will be barred from being landlords if HB1421 passes and landlords should not participate in government to avoid this provision. (Although this provision can be waived by HUD)

J. Part B section 14. (a) PHA can keep the sale of the property from going through by refusing to let the new owner take over the lease.

K. Part B section 14 (e) PHA will not allow assignment of HAP contract, sale of property, to an immediate relative.

L. Part C section 5 (d) Owner cannot evict tenant for failure of the PHA to pay rent which gives PHA

Tremendous leverage over the owner.

M. Part C section 8 (e) 1 & 2 The apartment can be destroyed & all neighboring tenants harassed & endangered but the owner cannot evict if it's connected with Domestic Violence.

Perpetrators allowed back in by victim.

Many times the victims allow the perpetrator into the new apartment. Are other tenants to be in



danger if new tenant who is victim of DV lets abuser back into their living space? What if one of the tenants are harmed by the perpetrator. Can the landlord now be held somehow liable because the landlord could not do anything to eliminate the perpetrator?

If this happens, landlords have limited ability to evict unless they are witnesses to new abuse or disturbance of the peace. The eviction requires a 30 days notice plus all the time the courts take so it could take 2 to 3 months at a minimum to evict the perpetrator. Mean time all the other tenants in the building who are subject to the fights, generally are reluctant to call police, and may move on account of the continued problem. Now the landlord is only left with the troubled unit and will likely have trouble rerenting because of the troublesome unit.

1. Section 8 tenants are more costly for landlords although landlords by HUD rules can not charge more for them. a. more paper work. The Section 8 lease and contract is very large with an extreme number of clauses. This means the landlord will have to except all the provisions that this government body dreams up and the landlord as no control over. b. must take time for initial inspection c. must take time for annual inspections d. there are annual financial reviews of the tenants if not more often, which changes the amount paid by the housing authority and the tenant. Increases bookkeeping time and chances of errors. e. More regulations, and different standards such as with lead paint renovations which would now have to meet more stringent HUD rules.

Did you know that having a housing assistance tenant forces you to follow HUD RRP rules instead of EPA RRP rules. The HUD rules are more restrictive and expensive to follow which will absolutely increase your expenses and create more vacancy. Some of the extra HUD RRP rules:

1. Under EPA you can have one RRP certified worker supervising other works.

On HUD Section 8 job ALL workers must be RRP certified.

1. Under EPA the RRP renovator may do an official "Cleaning Verification Procedure" to release the job back to the occupant.

On HUD Section 8 job several dust wipes performed only by a dust wipe technician, Lead Inspector or Risk Assessor must be performed sent to a lab and the result proven to be <40 micrograms/square foot lead. If not then the contractor must reclean and pay for more lab dust wipes until the job meets the HUD requirement.

1. Under EPA there is no prohibition to work on a windy day as long as you can meet containment.

On HUD Section 8 job you must shut down the job on a windy day (>20mPH).

1. Under EPA you are required to meet RRP rules only if disturbing more than 6 square feet.

On HUD Section 8 job you have to invoke HUD RRP rules if disturbing more than 2 square feet.

There are several more restrictions. HUD Section 8 jobs are always more restrictive in their rules.

f. Need housing authority approval to raise rents, and there are limitations on rent increases based upon what is allowed by HUD

g. Sec 8 is funded by what has been often been a dysfunctional Congress. Who knows what they will continue to fund.

h. Landlords should not be forced to have too many sec 8 tenants, if funding is reduced the landlord could face financial ruin.

i. This will open all our rental properties to having to be up to government (HUD) codes including at least annual inspections, not just current building code.

The bill gives people on sec 8 & any type of housing assistance greater rights than people who work and pay rent from their paychecks.

1. Limited ability to screen new tenants. To protect yourself from discrimination suits you will be likely need to give preference to accept Section 8. You will not be allowed to deny someone your apartment if they have bad landlord references or bad credit if those references and credit are "caused" by the domestic violence, sexual assault, or stalking. Maybe this could be stretched to say the reasons that cause a tenant to be eligible for Section 8 are the reasons for their bad credit. If so landlords could not refuse a Section 8 tenant because of their bad credit. Could that be extended to say they could not be refused because of bad past rental payments.

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the section 8 program or be guilty of discrimination.

Isn't it unconstitutional or illegal for government to force a private business person into a government contract?

1. More legal battles to fight.  
It happens often that a landlord who never had any intent to discriminate winds up spending hours and hours and thousands of dollars in an effort to convince an investigator of their innocence. This could easily open up "frivolous" lawsuits against landlords.
2. Potential issues with property insurance  
Some insurance companies won't do insurance if Section 8 is more than 20%-50%.

Standard Insurance companies research shows that if there is a majority of a building rented to Section 8 occupants then there tend to be more liability claims and less maintenance is done on the building. We have been told by insurance agents that it is their right not to insure the building in that situation and that insurance rates would likely go up if a landlord had large amounts of section 8 tenants in their building.

1. Depressing effect on value of multi-families and real estate market. In the investment markets something that provides a stable return is valued higher than something

uncertain. HB1291 creates a huge amount of uncertainty as to what a property owner income depending on how many Section 8 tenants with accompanying expenses he/she happens to be required to accept plus the uncertainty of property insurance costs or even obtaining insurance. All of this would cause multifamily investment property to be less valuable.

This is a terrible bill and worsens the affordability issue in NH..

Please vote this bill Inexpedient To Legislate and kill the bill.

**Archived:** Wednesday, March 16, 2022 10:39:02 AM  
**From:** Leah Stagnone  
**Sent:** Wednesday, January 19, 2022 9:22:53 AM  
**To:** ~House Judiciary Committee  
**Cc:** kphillips1315@gmail.com; Lisa Beaudoin; Tim McKernan  
**Subject:** Testimony submission: Please support HB 1291  
**Importance:** Normal

---

Dear Chairman Gordon and members of the House Judiciary Committee,

As Community Organizer at ABLE NH, I am submitting testimony on behalf of one of our members, Katie Phillips, who wanted to share her story and express her support for HB 1291. I have CCed Katie on this email.

Thank you for your attention to this important issue.

Sincerely,  
Leah Stagnone

Katie Phillips  
14 Cinnamon Ridge Rd  
Somersworth, NH 03878

January 19, 2022

Rep. Edward Gordon, Chair, NH House Judiciary Committee  
Members of the NH House Judiciary Committee

Re: Support HB 1291

Dear Chairman Gordon and members of the House Judiciary Committee,

Good afternoon, my name is Katie Phillips and I live in Somersworth, NH. I am a member of ABLE NH and the Granite State's disability community. I am writing today to strongly encourage you to support HB 1291 which would prohibit landlords from discriminating against renters using Housing Choice Vouchers.

The Housing Choice Voucher Program in NH is a key opportunity for people with disabilities to be productive members of their home communities. Sadly, not enough landlords participate in the Housing Choice Voucher Program. Even more sadly, landlords often reject housing vouchers. Landlords who have a blanket refusal to accept housing vouchers are in effect discriminating against people with disabilities.

In a time when there is a critical shortage of workforce housing in NH, this discrimination creates another barrier for people with disabilities to become participating members of their communities. Also, housing vouchers represent a stable, reliable income for landlords, so this practice is puzzling.

I would benefit from the Housing Choice Voucher Program. This past year, I came to the top of the list and was granted a Housing Choice Voucher, but I was unable to find a place that I could afford to rent in my community within the allowed 90 days. People with disabilities like me already face so many barriers to affordable and accessible housing in their communities. When landlords discriminate and won't accept vouchers, this just makes it even more challenging for us. This program is so important, and we need to reduce some of the barriers.

Thank you for your attention to this important matter. I urge you to support HB 1291.

Sincerely,

Katie Phillips



--

*Leah Stagnone (she/her)*  
*Community Organizer*  
*(603) 809 2665*  
[www.ablenh.org](http://www.ablenh.org)

**Archived:** Wednesday, March 16, 2022 10:39:02 AM  
**From:** [Ken Wolfe](#)  
**Sent:** Wednesday, January 19, 2022 11:10:02 AM  
**To:** [~House Judiciary Committee](#)  
**Subject:** HB 1291 and HB 1408  
**Importance:** Normal

---

As a licensed Rental Agent and Property Manager in New Hampshire, I am opposed HB 1291 and HB 1408.

Thank you,  
Ken Wolfe Rental Agent/Property Manager  
Arthur Thomas Properties LLC  
10 Durham Rd. Dover, NH 03820  
603-413-6175

Sent on [Mail](#) for Windows

**Archived:** Wednesday, March 16, 2022 10:38:58 AM

**From:** [Kit Lord](#)

**Sent:** Wednesday, January 19, 2022 1:46:12 PM

**To:** [~House Judiciary Committee](#)

**Subject:** Vote to kill HB1291

**Importance:** Normal

---

Dear Representatives,

I am a small landlord who doesn't wish to be forced into a contract controlled by the Federal government.

Please vote NO on HB1291 - prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.

It should be made Inexpedient To Legislate , please kill the bill.

This bill would open up discrimination lawsuits to landlord of all sizes and severely limit the landlord's ability to screen for good tenants to provide safe quiet enjoyment for all tenants at the property. If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

Did you know that HUD writes and enforces it's own rules on lead abatement that overrule the state's lead abatement rules? We have no say in the content of these rules.

If lines 6 – 13 of the bill passed, a landlord lord could not screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit.

The shortage of apartments in New Hampshire is state wide, and the bill does nothing to increase the supply. Since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, it will give landlords more incentive to raise rents which will result in less apartments being available to voucher holders.

Instead of working to make the Section 8 program more palatable to landlords, HB1291 attempts to solve the issue by making it illegal to discriminate based on Section 8.

Sincerely,

Kathleen Lord

**Archived:** Wednesday, March 16, 2022 10:52:06 AM

**From:** [Kori Preble Boeckeler](#)

**Sent:** Wednesday, January 19, 2022 10:55:51 AM

**To:** ~House Judiciary Committee

**Subject:** HB 1291

**Importance:** Normal

**Attachments:**

[HB 1219 11922 letter.docx](#) 

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January 19, 2022

Rep. Edward Gordon, Chair, NH House Judiciary Committee  
Members of the NH House Judiciary Committee

RE: Support HB 1291

My name is Kori Boeckeler and I live in Bow. My son Jamie is 30 years old and experiences an intellectual disability. I am writing today to encourage you to support HB 1291 which would prohibit landlords from discriminating against renters using Housing Choice Vouchers.

Without the Housing Choice Voucher Program my son will find it challenging to live independently in our community. Currently in NH many individuals who experience disability are unable to find a landlord who will accept a Housing Choice Voucher because many landlords simply refuse to accept them.

Housing vouchers represent a stable, reliable income for landlords and provide housing assistance and independence to disabled and low-income tenants.

I urge you to support HB 1291 and address the severe lack of housing and need for homes for adults like my son, Jamie.

Sincerely,

Kori Boeckeler  
1 Pepin Drive  
Bow, NH 03304  
603-520-7471



**Archived:** Wednesday, March 16, 2022 10:38:59 AM  
**From:** Lisa R Nicholson  
**Sent:** Wednesday, January 19, 2022 12:56:09 PM  
**To:** ~House Judiciary Committee  
**Cc:** Lisa Nicholson  
**Subject:** Against HB 1291 and HB 1408  
**Importance:** Normal

---

Hello,

I am writing to voice my opposition to both HB 1291 and HB 1408.

I am opposed to HB 1291. Landlords and property owners should be able to maintain consistency with their screening criteria across the board. With minimum requirements for credit, income and rental history for every applicant, a landlord can use the necessary tools to ensure a minimum standard of applicants. As I understand it, HB 1291 seeks to make it discriminatory to choose not to accept a housing voucher as a source of income. It is also my understanding that landlords and property owners would also not be able to apply the same criteria for screening that *every other applicant* must adhere to. This seems completely counter-intuitive on a basic level. Even if a housing voucher can be used as a source of income, all other criteria should still need to be met.

Also, in order to accept a housing voucher, it involves a third-party lease contract with an entity other than the property owner. Again, this inherently seems counterintuitive to the rights of a property owner. It should be a choice to accept a voucher and the regulations which go along with it.

I am also opposed to HB 1408, the mandatory refund of application fees if an applicant is denied. As a landlord, our minimum requirements are spelled out very clearly in several different places, up to and including the top of an application before someone decides to complete it. If they don't meet those requirements, and knowingly submit an application, they shouldn't be returned those funds. Also, to disallow the labor cost/time cost involved in running them is a detriment to a company who has to pay someone to run those reports, along with the base cost of them.

I am strongly opposed to both bills and hope there will be some in depth discussion about the inherent flaws in both bills. Please consider voting against these bills.

Respectfully,

Lisa Nicholson

Lisa R. Nicholson  
Leasing and Marketing Manager  
Principal Broker  
Licensed in NH  
Cheney Realty, LLC  
76 Exeter Rd  
Newmarket, NH 03857  
P – (603) 659-2303 ext. 20  
F – (888) 909-6797  
[www.cheneyco.com](http://www.cheneyco.com)  
Business of the Year winner 2017, Newmarket Business Association



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Nothing in any email communications sent between the parties or their agents shall be deemed to create a binding contract to purchase, sell or lease real estate. A contract shall not exist until a purchase and sale or lease agreement is signed by all parties.

Thank you!

**Archived:** Wednesday, March 16, 2022 10:39:01 AM  
**From:** [Matt Menning](#)  
**Sent:** Wednesday, January 19, 2022 12:02:01 PM  
**To:** ~House Judiciary Committee  
**Subject:** HB1291 - Opposed  
**Importance:** Normal

---

Hello Representatives of the Judiciary Committee,  
Please accept this email as written testimony in opposition to HB1291,

This bill appears to require property owners to participate in the Housing Choice Voucher Program (Section 8) by marking Section 8 a sort of 'protected class'. However, the section 8 program is different from a standard 'private payer', so there is not an issue of discrimination as it relates to the prospective resident, but rather the heavy-handed agreements that must be made by the property owner in order to receive this funding.

Participation in the Section 8 program requires the owner to sign a non-negotiable 13-page contract with the public housing authority. Several parts of this contract are not in the best interest of property owners, which include intensive oversight by the PHA over personal property rights. Participation in a government program restricting personal property rights should be optional.

Further, the bill does not appear to allow for denial of Housing Choice Voucher holders based on resident screening, such as income, criminal background, credit worthiness and the review of landlord references.

I work closely with Chris Schleyer of Elm Grove Property Management who said: "Over the past 20 years I have participated in the Housing Choice Voucher program 1000's of times and with mixed results. As a result of my direct experience with the program, I have chosen to limit the number of vouchers I approve within my portfolio. HB1291, would prohibit this prudent business decision."

In order to make the program more attractive to property owners, the public housing authorities administering Section 8 should limit or eliminate the non-negotiable and heavy-handed contract items to encourage participation by landlords. Or, perhaps just allow residents to make their own decisions and provide payment only.

Please vote no on HB1291

Thank you,  
Matt Menning

Principal & Head of Operations  
603-837-6233 - O  
603-381-6336 - C  
[mmenning@elmgrovecompanies.com](mailto:mmenning@elmgrovecompanies.com)

**Matt Menning**

DIRECTOR OF OPERATIONS

[mmenning@elmgrovecompanies.com](mailto:mmenning@elmgrovecompanies.com)

Cell: (603) 381-6336

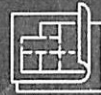
Office: (603) 837-6233



HB 1291

2021

# NEW HAMPSHIRE RESIDENTIAL RENTAL COST SURVEY REPORT



**2-BEDROOM  
VACANCY RATE  
STATEWIDE**

**0.6%**



**2-BEDROOM  
MEDIAN GROSS  
RENT STATEWIDE**

**\$1,498**



**NEW HAMPSHIRE  
HOUSING**

<b>Housing Authority</b>	<b>Total Vouchers Issued</b>	<b>Total Vouchers Expired</b>	<b>Total Searching</b>
Concord	64	17	18
Dover	62	12	13
Keene	42	1	10
Manchester	359	59	138
Nashua	80	6	9
NHHFA	827	176	319
Portsmouth	100	6	18
Rochester	13	3	5
Somersworth	34	14	8
<b>TOTAL</b>	<b>1581</b>	<b>294</b>	<b>538</b>

## **Elliott Berry**

---

**From:** Paul Stewart <pstewart@stewartproperty.net>  
**Sent:** Monday, January 17, 2022 9:18 AM  
**To:** Ned.Gordon@leg.state.nh.us  
**Subject:** HB 1291

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chairman Gordon,

My name is Paul Stewart and I am writing in support of HB 1291. I am President of Stewart Property Management and our company manages more than 2500 affordable housing units throughout the state, and we are active participants in the Housing Choice Voucher program (HCV).

HCV simply provides an exceptionally reliable income source-better than most- which permits low income tenants to shop for modest market rate apartments which they could otherwise not afford.

We willingly, and happily, accept applications from HCV tenants because they add to the pool of applicants for available apartments, and they bring other advantages as well, such as guaranteed subsidy payments from the sponsoring Public Housing Agency (PHA) and, often, a premium on the advertised rent for the apartment.

There is little or no burden associated with participation in the program. While the apartment is inspected to ensure minimum physical standards are met-which any unit meeting common standards of decency would pass- the minimal additional paperwork which the PHA prepares is well worth the end result.

It is my experience that no rational owner would reject involvement in this program and refusing to do so suggests other discriminatory reasons for non-participation.

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

**From:** ron bell <[captronbell@yahoo.com](mailto:captronbell@yahoo.com)>  
**To:** [Ned.Gordon@leg.state.nh.us](mailto:Ned.Gordon@leg.state.nh.us) <[ned.gordon@leg.state.nh.us](mailto:ned.gordon@leg.state.nh.us)>  
**Cc:** [HouseJudiciaryCommittee@leg.state.nh.us](mailto:HouseJudiciaryCommittee@leg.state.nh.us) <[housejudiciarycommittee@leg.state.nh.us](mailto:housejudiciarycommittee@leg.state.nh.us)>  
**Sent:** Tuesday, January 18, 2022, 06:19:12 PM EST  
**Subject:** HB 1291

Dear Chairman Gordon:

My name is Susan Bell and I am writing in support of HB 1291 – the one that will make it illegal for landlords to discriminate against section 8 voucher holders. I have been a section 8 Housing Choice Voucher holder since 2009. I am hoping that your committee will support HB 1291 and end the discrimination I have experienced as a New Hampshire resident.

The first apartment I rented using my voucher started in 2009 and ended in 2020. I had to move in 2020 because my landlord's mother, the property manager, passed away, where after her death the family decided to sell the property, so I had to move. It was extremely difficult to find a new apartment after that as most places I applied would not accept my section 8 voucher. Landlords and agents would find out I was a voucher holder and just tell me they did not rent to people in the section 8 program. I finally found a landlord willing to accept my voucher in August of 2020. However, that apartment did not work out, and I moved from there in August of 2021. Since that time, I have been homeless, staying with my parents, searching constantly for a new apartment. This is my typical experience: I call a potential landlord or go to their office to apply for an advertised vacancy, where as soon as I mention I am a section 8 voucher holder, I am told they don't accept section 8 vouchers. While I have not been keeping track of how often this has happened since I started looking last year, my best estimation is that it has happened more than ten times. While it is good that I can stay with my parents right now while I search, I have another pressing issue -- if I am not able to place my voucher within a certain amount of time, I will lose it. The housing authority has given me an extension because they understand I am looking hard and haven't been able to place my voucher, but they won't extend it indefinitely and at some point, if I have not found an apartment, I will lose my voucher. This would be devastating to me as I cannot afford to pay the going rate for an apartment, due to my fixed, limited income. My only income is from SSDI, as I am disabled and unable to work. I do feel discriminated against when landlords won't rent to me - it feels like they don't want me because either I am a person with a disability they don't want to rent to or because I am poor. However, for the 11 years I rented when I first got my voucher, I was never late with rent. I believe I am a good tenant and would be able to show that to any landlord who would accept my application.

I am asking that your committee adopt the bill that will end this kind of discrimination. I wish there was a protection like this in place right now as I feel I would have already secured an apartment. I am lucky I have a temporary place to stay but there are many people who do not, who are homeless, out in the cold, trying to make it work, while searching for a place to live. We are good people who are good tenants and just need to be given a chance. This law will encourage landlords to look at us instead of rejecting us without evaluating us as potential tenants. I sincerely hope you pass this law. Thank you for reading this and considering my situation as you decide what to do.

Sincerely,

Susan Bell (temporarily of Dover, New Hampshire)



## **Elliott Berry**

---

**From:** Monique Wooten <moniquewooten@yahoo.com>  
**Sent:** Tuesday, January 18, 2022 4:07 PM  
**To:** Elliott Berry  
**Subject:** Section 8 housing

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern;

I am a section 8 voucher holder, though I am grateful for the program, I have faced many obstacles when trying to rent. Over the past 8 years I have reached out to numerous home owners who have rented out properties, everything seems fine until I ask about them accepting section 8, their tone changes and it's an automatic "no". I am currently looking for a new home for my children and myself, I have been on numerous websites and every time I find something the ending description "no section 8/housing vouchers".

Although the program is a guarantee for the home owner they just don't want to "deal" with it.

I would love to be able to find a home easily without the constant let down. It's really not fair for parents/people who need help and are GOOD people which leads to a good tenant.

Signed,  
Section 8 Voucher Holder  
Monique A Wooten

Sent from Yahoo Mail on Android

# NH Coalition to End Homelessness

Representative Gordon, Chairman  
House Judiciary Committee  
LOB, Room 208  
107 North Main Street  
Concord NH 03301

January 13, 2022

Dear Chairman Gordon and Honorable Members of the Judiciary Committee:

On behalf of the NH Coalition to End Homelessness (NHCEH), I am writing to you today to express our strong support of HB 1291, prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings. NHCEH is a non-profit that helps organize leaders in the state to research solutions, educate providers on best practices, and empower people to advocate on behalf of the homeless.


The NH Coalition to End Homelessness cannot stress enough the tight housing market in New Hampshire, and the intensity of the challenges to obtain affordable housing in this current market. A tenant who can utilize a voucher from a local or state Housing Authority to provide guaranteed rental subsidy has the means to maintain a rental property as their home. This should be a factor that draws landlords to rent to a tenant with a voucher. Regrettably, this is not the case for many property owners across the state. The stigma that is often tied to an individual's or family's use of a voucher overshadows the owner's ability to see that the rental subsidy is an asset to obtaining consistent rent. Voucher holders are often those most vulnerable in our communities, low-income seniors, families, and individuals with disabilities. It is this population that we need to support and protect in the ability to utilize the resources they can access to ensure they have stable housing for the long-term.

Considering a less than 1% vacancy rate in New Hampshire, and the inability to find affordable housing options across the state, this law would provide security to a tenant seeking housing knowing they cannot be denied, or discriminated against, solely based on that they have a voucher to support their rent. Our state needs to be like many others in the country and ensure that a property owner cannot discriminate against potential tenants holding vouchers. We have a responsibility as a state to support our citizens of low income, who have resources to bridge them to more stability.

For all the reasons outlined in this letter, we respectfully request you support HB 1291. We are grateful for the hard work of our NH Legislators and their staff throughout this session. We look forward to working together to strengthen ability to house those with vouchers to ensure they can obtain housing in NH.

Thank you for your consideration. Please do not hesitate to contact me at [ssavard@nhceh.org](mailto:ssavard@nhceh.org).

Sincerely,

  
Stephanie Savard, LICSW  
Director

**Archived:** Wednesday, March 16, 2022 10:52:08 AM

**From:** NHCEH Stephanie Savard

**Sent:** Monday, January 17, 2022 3:39:22 PM

**To:** ~House Judiciary Committee

**Cc:** 'Elliott Berry (eberry@nhla.org)'

**Subject:** HB 1291 - In Support

**Importance:** Normal

**Attachments:**

[HB 1291 NHCEH Voucher non-discrimination Ltr 1-2022.docx.pdf](#) 

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Chairman Gordon,

I wish to submit this letter of support for HB 1291 related to prohibiting discrimination against tenants holding vouchers for purposes of rental dwellings. We appreciate your consideration of supporting this bill.

Please see attached.

**Stephanie Savard, LICSW** (*she, her, hers*)

*Director*

**O:** 603-641-9441 x 224

**C:** 603-339-3077

**E:** [ssavard@nhceh.org](mailto:ssavard@nhceh.org)

**New Hampshire Coalition to End Homelessness**

122 Market Street, Manchester NH 03101

603.641.9441 | [WWW.NHCEH.ORG](http://WWW.NHCEH.ORG)

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Barbara Spike/Charles White  
Plymouth, NH 03264  
[baspol17@gmail.com](mailto:baspol17@gmail.com)  
January 18, 2022

House Judiciary Committee  
[HouseJudiciaryCommittee@leg.state.nh.us](mailto:HouseJudiciaryCommittee@leg.state.nh.us)

Re: Support of HB 1291

Dear Chairman Gordon and Members of the House:

Good afternoon, my name is Barbara Spike, and I live in Plymouth, NH. I am a member of ABLE NH and the Granite State's disability community. I am writing today to strongly encourage you to support HB 1291 which would prohibit landlords from discriminating against renters using Housing Choice Vouchers. (a/k/a Sec. 8)

The Housing Choice Voucher Program in NH is a key opportunity for people with disabilities to be productive members of their home communities. Sadly, not enough landlords participate in the Housing Choice Voucher Program. Even worse, landlords often reject housing vouchers as a blanket policy. Landlords who have a blanket refusal to accept housing vouchers are in effect discriminating against people with disabilities.

In a time when there is a critical shortage of workforce housing in NH, this discrimination creates another barrier for people with disabilities to become participating members of their communities. Also, housing vouchers represent a stable, reliable income for landlords, so this practice is puzzling. My son, Charles, would benefit from the Housing Choice Voucher Program.

My son has a job he works very hard at, as he continues to gain skills to live as independently as possible. Upon my passing, he will have to find a place to live that is within a reasonable distance to his job. As we presently live in a 2-bedroom subsidized apartment, he will be forced to move out and to find a one-bedroom. Not only aren't there any available apartments to procure, but with rents that are climbing higher, he will be forced to get an apartment wherever he can find one. If that landlord doesn't accept the Housing Choice Voucher, he and many other may be homeless.

Landlords should not be permitted to deny low-income families desperately needed housing – which thanks to the section 8 program they can afford-- just because the landlord doesn't want to rent to “those people.”

Thank you for your attention to this important matter. I urge you to support HB 1291.

Sincerely,

Barbara A. Spike

cc: [Lisab@ablenh.org](mailto:Lisab@ablenh.org)  
[leahs@ablenh.org](mailto:leahs@ablenh.org)

NH House Judiciary Committee

Jane G. Haigh  
1573 Union St.  
Manchester, New Hampshire

House Bill 291

Remote Testimony

We are in the midst of a devastating housing crisis and a housing affordability crisis in New Hampshire. While there are actually developers stepping up to build new housing in my community, Manchester, almost all of it is so-called market rate. In reality, this is about \$1,900 to \$2,500 a month for a 1 bedroom or small 2 bedroom apartment. These rents are unaffordable for many, many, Manchester families who just a few years ago were paying \$900-1,200 a month. One long time solution to his problem are housing vouchers, otherwise known as Section 8 vouchers.

These vouchers allow families to rent an apartment and pay a reasonable 30% of their income, while the voucher compensates the landlord.

If landlords won't accept these vouchers, we are going to have even more unhoused families in New Hampshire. It is only fair to mandate that landlords accept these vouchers.

Thank you

Jane G. Haigh

Elizabeth Young  
19 Old Suncook Road Apt 4203  
Concord, NH 03301

January 16, 2022

Rep. Edward Gordon, Chair, NH House Judiciary Committee Members of the NH House Judiciary Committee

Re: Support HB 1291

Dear Chairman Gordon and members of the House Judiciary Committee,

Good afternoon, my name is Elizabeth Young and I live in Concord, NH. I am a member of ABLE NH and the Granite State's disability community. I am writing today to strongly encourage you to support HB 1291 which would prohibit landlords from discriminating against renters using Housing Choice Vouchers.

The Housing Choice Voucher Program in NH is a key opportunity for people with disabilities to be productive members of their home communities. Sadly, not enough landlords participate in the Housing Choice Voucher Program. Even more sadly, landlords often reject housing vouchers. Landlords who have a blanket refusal to accept housing vouchers are in effect discriminating against people with disabilities.

In a time when there is a critical shortage of workforce housing in NH, this discrimination creates another barrier for people with disabilities to become participating members of their communities. Also, housing vouchers represent a stable, reliable income for landlords, so this practice is puzzling.

I, Elizabeth Young, and my daughter Emma Parcels, benefit from the Housing Choice Voucher Program. My daughter is 19 and disabled from a rare pain condition called Complex Regional Pain syndrome. She uses a wheelchair. She requires a caregiver and can't work full time due to weekly infusions and medical treatments as well as her medical conditions. We have a HCV, and are fortunate to have an apartment. It's not her fault she's disabled, and I have two jobs to make ends meet. We can't move even though we live in an upstairs apartment and she uses a wheelchair, and there is no elevator. We can't find another landlord to take the HCV. She deserves to have the same quality of life as a non-disabled person and not worry about landlords accepting her HCV.

Thank you for your attention to this important matter. I urge you to support HB 1291.

Sincerely,

Elizabeth Young



January 19, 2022

Rep. Edward Gordon, Chair, NH House Judiciary Committee  
Members of the NH House Judiciary Committee

Re: Support HB 1291

Dear Chairman Gordon and members of the House Judiciary Committee,

My name is Timothy McKernan. I appreciate your time today and the opportunity to testify on HB 1291, a bill to prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings. On behalf of ABLE NH, its Board and members, I'm asking you to support HB 1291.

In 1991, the Granite State was the first in the nation to close the doors of Laconia State School, its institution for people with disabilities. It was a fiscally prudent decision as well as one based on acknowledging the civil and human rights of people with disabilities. Since then, NH has developed a system of supports and services toward the goal of people with disabilities living increasingly robust community-based life along peers not yet impacted by disability.

Access to affordable, accessible, appropriately supportive housing is an essential foundation for this system to properly function.

Federal Housing Choice Vouchers ("vouchers") (formerly known as Section 8 vouchers) make it possible for people with disabilities and low income to avoid or exit institutionalization. As we continue to transition our federal and state systems of long term supports and services from an institutional model to the goal of community-based supports and services, it is vitally important that we protect voucher holders from unlawful discrimination. Vouchers are the primary means of securing stable, affordable housing for many individuals with disabilities.

Vouchers are also a way for people with disabilities to find integrated housing, where they can be part of the community, rather than being segregated in separate institutions or group homes, which are typically miniature institutions. It is a common misconception that vouchers are limited to units located in subsidized housing projects. This is not true; the voucher holder is free to choose any housing that meets the requirements of the program.<sup>1</sup>

It is a fundamental issue of human dignity to have one's own home. 22 states, including all other New England states, prohibit discrimination against tenants based on their source of income. New Hampshire is the only exception.<sup>2</sup>

As stated in RSA Chapter 354-A, which established the State Commission for Human Rights,

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<sup>1</sup> [https://www.hud.gov/topics/housing\\_choice\\_voucher\\_program\\_section\\_8](https://www.hud.gov/topics/housing_choice_voucher_program_section_8)

<sup>2</sup> <https://www.nhpr.org/nh-news/2021-08-02/nh-residents-public-housing-vouchers>

“The general court hereby finds and declares that practices of discrimination against any of its inhabitants because of age, sex, gender identity, race, creed, color, marital status, familial status, physical or mental disability or national origin are a matter of state concern, that **such discrimination not only threatens the rights and proper privileges of its inhabitants but menaces the institutions and foundation of a free democratic state** and threatens the peace, order, health, safety and general welfare of the state and its inhabitants”<sup>3</sup> (emphasis added).

People with disabilities have the same rights to participate in public life and enjoy the privileges of living in our great state. Discrimination against all voucher holder is, de facto, discrimination against people with disabilities.

Some landlords may fear that people with disabilities are not good tenants, but there is no credible evidence to that accusation. Instead, they are stable renters. According to HUD, “There are no documented statistics showing that HCV [Housing Choice Voucher] participants are any more likely to damage units or not pay rent than are non-HCV tenants,” and “HCV tenants are typically long-term tenants, living in a unit for 7-8 years on average.”<sup>4</sup>

Vouchers are a vital part of the state’s plan to address our housing crisis, and increasing access to vouchers is part of the plan to make up the affordable housing shortage, as addressed in the NH Council on Housing Stability Strategic Plan.<sup>5</sup>

While vouchers are an important tool towards expanding access to housing, there are fewer than 10,000 voucher recipients using them to pay rent.<sup>6</sup> Additionally, Federal law already prohibits owners of LIHTC and HOME developments from discriminating against voucher holders. Extending this protection will make the regulatory burden on businesses uniform and will help eliminate this unfair market disadvantage to landlords who operate LIHTC and HOME developments and units.<sup>7</sup>

Vouchers are an important part of our social system that keeps the economy running in tough times. During the last moratorium on evictions, some landlords feared that tenants would be unable to pay rent. These fears were largely overstated<sup>8</sup>, but the fact remains that voucher

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<sup>3</sup> <http://www.gencourt.state.nh.us/rsa/html/XXXI/354-A/354-A-1.htm>

<sup>4</sup> <https://files.hudexchange.info/resources/documents/PIH-HCV-Landlord-Myth-Busting-and-Benefits-Fact-Sheet.pdf>

<sup>5</sup> <https://nhchs.org/wp-content/uploads/2021/07/Council-on-Housing-Stability-2021%E2%80%942024-Strategic-Plan.pdf>

NH DHHS submitted a 1915i State Plan amendment for a Supportive Services Benefit under the Medicaid State Plan. This was posted for public comment on May 24, 2021 and closed on June 22, 2021, <https://www.dhhs.nh.gov/ombp/medicaid/public-notices.htm>. The plan was presented to the Medicaid Advisory Council on June 21, 2021 and received overwhelming support. The actual plan was submitted to the Center for Medicare & Medicaid on June 15, 2021 with an anticipated start date of September 1, 2021. This will support 253 individuals the first year, increasing to 315 in year 2 and 447 in year 3 to provide assistance to obtain and maintain housing people with disabilities who are experiencing chronic homelessness, transitioning out of an institutional setting and can live in the community with these services.

<sup>6</sup> <https://www.cbpp.org/research/housing/federal-rental-assistance-fact-sheets#NH>

<sup>7</sup> [https://www.hud.gov/sites/documents/DOC\\_9097.PDF](https://www.hud.gov/sites/documents/DOC_9097.PDF)

<sup>8</sup> <https://www.nhbr.com/most-nh-tenants-are-paying-rent-despite-eviction-stay/>



payments continue to pay the rent, and the landlord's mortgage, even when renters experience a loss of income.<sup>9</sup>

Thank you for your consideration. For all of these reasons, please support HB 1291, prohibiting discrimination against voucher holders.

Timothy M. McKernan  
Director of Policy and Advocacy  
ABLE NH

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<sup>9</sup><https://files.hudexchange.info/resources/documents/PIH-HCV-Landlord-Myth-Busting-and-Benefits-Fact-Sheet.pdf>

Hello Representatives of the Judiciary Committee,

Please accept this email as written testimony in opposition to HB1291.

This bill appears to require property owners to participate in the Housing Choice Voucher Program (Section 8) by marking Section 8 a sort of 'protected class'. However, the section 8 program is different from a standard 'private payer', so there is not an issue of discrimination as it relates to the prospective resident, but rather the heavy-handed agreements that must be made by the property owner in order to receive this funding.

Participation in the Section 8 program requires the owner to sign a non-negotiable 13-page contract with the public housing authority. Several parts of this contract are not in the best interest of property owners, which include intensive oversight by the PHA over personal property rights. Participation in a government program restricting personal property rights should be optional.

Further, the bill does not appear to allow for denial of Housing Choice Voucher holders based on resident screening, such as income, criminal background, credit worthiness and the review of landlord references.

I work closely with Chris Schleyer of Elm Grove Property Management who said: "Over the past 20 years I have participated in the Housing Choice Voucher program 1000's of times and with mixed results. As a result of my direct experience with the program, I have chosen to limit the number of vouchers I approve within my portfolio. HB1291, would prohibit this prudent business decision."

In order to make the program more attractive to property owners, the public housing authorities administering Section 8 should limit or eliminate the non-negotiable and heavy-handed contract items to encourage participation by landlords. Or, perhaps just allow residents to make their own decisions and provide payment only.

Please vote no on HB1291

Thank you,  
Matt Menning

Principal & Head of Operations  
603-837-6233 - O  
603-381-6336 - C  
[mmenning@elmgrovecompanies.com](mailto:mmenning@elmgrovecompanies.com)

Re: HB1291

Dear Judiciary Committee.

I am writing this email in opposition of HB1291, which requires property owners to participate in the Housing Choice Voucher Program (Section 8). The issue of whether or not an owner of rental property chooses to accept a section 8 voucher holder is not one of discrimination, but rather an individual business decision. Participation in the Housing Choice Voucher program requires the owner to agree to and sign a non-negotiable 13-page contract with the PHA. Many provisions of this contract are not in the best interest of property owners, which include intensive oversight by the PHA over personal property rights. Participation in a government program restricting personal property rights should not be compulsory.

HB1291 maintains that choosing not to participate in the program is an act of discrimination, yet the bill does not appear to allow for denial of Housing Choice Voucher holders based on industry wide resident screening standards, such as inadequate income, criminal background, credit worthiness and the review of landlord references.

Over the past 20 years I have participated in the Housing Choice Voucher program 1000's of times and with mixed results. As a result of my direct experience with the program, I have chosen to limit the number of vouchers I approve within my portfolio. HB1291, would prohibit this prudent business decision.

Property Owners have their reasons for not participating in the Voucher program, and although it may be true that the PHA's are having trouble recruiting landlords to the program, legislating compulsory participation is not the right answer. PHA's should instead listen to property owners concerns and respond accordingly to rebrand the program and encourage willful participation.

Please vote no on HB1291

Chris Schleyer  
Principal  
Elm Grove Companies  
603-821-0077

1/19/2022 at 1:00 p.m. LOB 208, House Judiciary  
HB1291, Section 8 Becoming A Protected Class  
Nick Norman  
Legislative Initiative Landlord Tenant Law  
AANH Government Affairs Chair  
[NickNorman@yahoo.com](mailto:NickNorman@yahoo.com)  
603-432-5549

Property Owner Position: Against, vote to kill this bill.

Please protect our housing affordability by voting Inexpedient To Legislate.

Summary: The bill would make holders of Section 8 vouchers a protected class under the state fair housing statute.

Screening a Section 8 tenant for bad landlord references, eviction records, criminal activity, sexual offender, and bad credit while not disallowed is also not protected by the bill.

Only 2 reasons for denying a Section 8 applicant would be expressly allowed:

- (a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or
- (b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

Generalized information:

The Section 8 program was originally designed and still is designed by the federal government to be voluntary.

Given the breadth of program demands, property owners should be free to choose whether they want to participate or not.

See [LeasingProcessComparison.pdf](#), included or attached, graphically showing the much more complicated process to place a Section 8 tenant in an apartment.

A study was put out by HUD on landlords' experience with the HCV program. One of the key takeaways is that property owners are largely frustrated with the bureaucratic inefficiencies and burdens from the public housing authority. Landlords also tend to have negative experiences with voucher holders in part because the PHA screening is less rigorous than the property owner's when looking for a tenant.

HUD recently put out an "[HCV Landlord Strategy Guidebook](https://www.hudexchange.info/resource/6314/hcv-landlord-strategy-guidebook/)" which is aimed at increasing landlord participation in the program, indicating that it is HUD's responsibility to encourage participation, not mandate it.

The U.S. Department of Housing and Urban Development (HUD) and local Public Housing Authorities (PHAs) who administer the program require participating property owners and operators to adhere to additional regulatory requirements, which are otherwise not imposed in a standard apartment leasing transaction.

These requirements may include, but are not limited to, the following:

- Prescribed tenancy approval process.
- Approval of the owner's preferred lease by the PHA.
- Execution of a "tenancy addendum" to be attached to every voucher holder's lease.
- In addition to the owner and resident's agreement, owners must agree to enter into a Housing Assistance Payments (HAP) contract with the PHA and to enforce lease terms and comply with administrative responsibilities contained therein.

- Rents subject to “reasonableness” requirements, possible delays and inconsistencies in disbursement of subsidies, and even arbitrary withholding of payments.
- Limits on rent increases which are subject to approval by the PHA and often do not keep pace with local market rates.
- Inspections delays and duplicative requirements.
- Lack of support from program administrators to assist owners and operators in addressing resident noncompliance concerns.
- Significant challenges stemming from inconsistency in service and interactions with program administrators.

These challenges create uncertainty in rental housing operations and often undermine the ability of owners to properly manage risk, leading to negative outcomes for owners and residents alike.

The National Apartment Association is actively working with HUD to assist them understanding what is needed to increase property owner participation in the Section 8 program. A summary of their findings called “It's Not the Source, It's the Strings” can be found here:

<https://www.naahq.org/news-publications/its-not-source-its-strings>

The summary of this report mentions:

“Revitalization of the Section 8 Housing Choice Voucher Program is a key priority for the National Apartment Association (NAA) and the industry it represents. In 2018, NAA gathered experts among its membership to identify the most significant challenges that deter owners and operators from participating in the program. NAA’s members deliberated and came to a consensus on practical solutions that would incentivize voluntary participation in the HCV Program and optimize its potential for success.”

It is followed by a list of suggestions for improvements to the program that would increase participation.

#### SOLUTION:

If you want to increase participation then create Publicly-funded risk mitigation programs serve as an excellent example that increases owner and operator participation in the HCV program. These programs are established by state and local governments as a safeguard to encourage property owners and operators to accept applicants with housing barriers that would not normally qualify, with broad applicability to voucher holders or others that may have negative criminal or rental history. The funds assist owners and operators with possible financial challenges resulting from tenancy, such as damages that exceed the renter’s security deposit, eviction costs, or lost rent.

Don’t push the expense onto property owners which will on increase market rents and worsen housing affordability.

See Risk Mitigation Statutory Report, attached, for a State by State listing Risk Mitigation Programs across the country.

Also note:

On March 12, 2019, the Pennsylvania Commonwealth Court has affirmed the trial court decision to invalidate the City of Pittsburgh's Source of Income (SOI) Ordinance. The ordinance prohibits rental housing providers from denying housing to an applicant on the basis of an individual's status as a Section 8 voucher holder. In essence, the ordinance would mandate owners and operators’ participation in the Section 8 Housing Choice Voucher (HCV) Program.

January, 24, 2021 the Supreme Court Of Pennsylvania Western District upheld the decision.

More Detailed Info

This bill would be opening up discrimination lawsuits to landlord of all sizes and severely limit the

landlord's ability to screen for good tenants to provide safe quiet enjoyment for all tenants at the property.

If lines 6 – 13 of the bill passed, a landlord could not screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit.

In fact the only 2 reasons for denying a Section 8 applicant are clearly stated as:

(a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or

(b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

There is an entire host of issues with the Section 8 contract that would be forced upon a landlord. The bill would naturally lead to landlords raising the rent to over the Section 8 allowance. Do we really want to force a large rent increase at this time?

This bill was tried in a previous session and failed.

The prevailing opinion revolved around a landlord being forced to enter into a multi page contract with the government backed up by hundreds of pages of supporting regulation with no say in the content of the contract which is naturally weighted heavily in favor of the government and not the landlord.

There are many flaws in this bill.

Unlike other law, the bill fails to make an allowance for resident landlords. (Restricted v. non restricted)

HCV contracts and supporting legislation is complex and restrictive, something that many landlords find unacceptable. From the beginning, the Section 8, Voucher Choice, program would strategically designed to be voluntary.

The government should not be in the business of compelling people to enter into contracts with which they disagree. If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

We have an undeniable history of government agencies over reaching their authority, doing everything they can to avoid rulings of the court, with out regard to the lives and businesses they are affecting.

HUD writes its own rules, "from on high", that landlords have no say in. For instance. during the pandemic, and still now, HUD has overruled NH law by requiring a 30 day eviction notice for non-payment. NH law is 7 days. (note that the loss of 23 days rent is a 6.3% rent increase promulgated by the Federal government, Does NH want HUD to dictate rent increases to us?). Further it is understood that during the federal moratoriums if an owner had one section 8 tenant in a multiunit building then the entire building was a "covered property" not just the one unit. This meant for a time HUD had control over writing rules for the entire building that the owner had no say over.

Federal COVID rules imposed unreasonable restrictions on landlord (i.e. extended eviction moratorium) not imposed by the state. It is not right to force landlords into such an alliance.

Once a voucher holder is in a building the landlord is at the mercy of the section 8 inspector. One landlord member writes:

"I was recently ordered to replace a \$4000 kitchen floor that the tenant had damaged."

You see HUD would require that the landlord pay for damages caused by the tenant.

Did you know that HUD writes and enforces it's own rules on lead abatement that overrule the state's lead abatement rules? We have no say in the content of these rules.

A government requiring private citizens to participate in a government program is a slippery slope. If it isn't

unconstitutional or illegal, it should be.

There are many reasons why a landlord would choose not to participate in the program. Tenant quality issues, difficulty with administering rent increases, added oversight regarding property inspections and the demand to repair tenant damage without compensation are a few. If the Housing Authorities want landlord participation, they should speak with landlords about why participation is a challenge and address those concerns.

Essentially, we need to fix the program not stuff it down landlord's throats against our will and our rights.

Two of the likely reasons for this bill is that section 8 people are having trouble obtaining apartments and that the sponsors believe that if the section 8 people move into better areas, they and their children will do better. However, the shortage of apartments in New Hampshire is state wide, and the bill does nothing to increase the supply. Note that people have 60 days to locate an apartment that can be extended up to 120 days.

Also, since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, it will give landlords more incentive to raise rents which will result in less apartments being available to voucher holders. In regard to the second reason, there is no exemption for the number of units that a landlord must rent to section 8 voucher holders. It could result in two or more units in a small building, such as a 3 or four unit building being rented to voucher holders, thus defeating the purpose of the bill. Further, if the one of the principles of the bill is that these classes of tenants would have a better chance of improving their situations if they could live in better areas, does that mean that all public housing that concentrates people of low income and financial means in one project should be eliminated?

The bill would take away a landlord's ability to screen a tenant based on their income. What happens when tenant assistance runs out or they are kicked off the program. The landlord now has a tenant that can't afford the apartment. They would never have met the screen requirement for income to begin with.

There are valid reasons why a landlord would not want to accept Section 8. Primarily because of the large and increasing amount of regulatory scrutiny that surrounds it. A landlord should not be forced to accept these regulatory standards which can be onerous, especially in older structures.

Of particular note are the lead paint regulations which are not in concert with NH regulations, and require more stringent controls than the state already requires.

The section 8 program is not just a choice voucher. It has many strings attached.. It creates additional burden, cost and risk on landlords, especially small landlords with older properties. Also, in a more extreme case, a landlord might not trust the section 8 housing authority to fund payments (credit risk), ie in a government shutdown, etc.

Some terms:

Section 8 Lease: Actually there is a lease & a contract. The landlord and tenant come to agreement on whatever is their normal lease AND the Section 8 program requires a separate contract called the HAP contract, Housing Assistance Payments, between the owner and the Housing Finance Authority.

This HAP Contract is called loosely the Section 8 lease but that is technically incorrect.

There are so many problems with this bill it is crazy. Here is a listing of some.

1. Misguided solution to Section 8 issue.

Presently a good number of landlords accept and many do not accept the Section 8 program.

The issue is sometimes a tenant receiving Section 8 assistance contacts a landlord who does not accept the Section 8 program. The landlord doesn't accept the program because it is essentially bad for landlords and

costs more time and money.

Instead of working to make the Section 8 program more palatable to landlords, HB1291 attempts to solve the issue by making it illegal to discriminate based on Section 8.

In plain words, rather than fix the program, HB1291 attempts to ram the program, as is, down landlords' throats.

2. Isn't it illegal to be forced to sign a government contract?

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the Section 8 program or be guilty of discrimination.

In this case, it is clear that HB1291 would force the landlord into signing the HAP contract, a government contract which they have no say over.

3. Many provisions of the Section 8 HAP contract are troublesome, illegal or believed to be unconstitutional. See HAP contract here: [https://www.hud.gov/sites/documents/DOC\\_11737.PDF](https://www.hud.gov/sites/documents/DOC_11737.PDF)

A. Part A section 7, The housing authority can and does change the amount of monthly assistance during the term of the contract. This happens when the tenant's household income varies. It causes extra book keeping and errors tracking the ever changing rental split between housing and tenant.

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G. Part B section 10 a (2) it is a breach of the HAP contract if the owner has violated any obligation under any other HAP contract. So, for landlords with multiple buildings, if there is a problem in one building that is a breach then all section 8 payments could stop. With one very bad tenant, who lies, this could be a major problem

Also subparagraph (5) it is a breach if the owner engaged in any violent criminal activity. So, no defending yourself against a tenant who threatens you with bodily harm. This applies to all tenants and not just the section 8 ones.

H. Part B section 11. (a, b, and c but particularly b) The owner has to give "full and free access" to HUD, PHA, and the Comptroller General any and all information, records, computer files, accounts that are



relevant to the HAP contract. HUD HAS DECIDED THAT THEY DO NOT HAVE TO COMPLY WITH THE FOURTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES. (Illegal search and seizure or need for probable cause).

If someone wants to challenge this, then they are in breach of the HAP contract and rent stops. (You do what we want or we will bankrupt you).

I. Part B section 13. Any public official, members of a governing body, or State or local legislator, who exercises function or responsibilities with respect to the program can not participate in the program. So, public officials will be barred from being landlords if HB1421 passes and landlords should not participate in government to avoid this provision. (Although this provision can be waived by HUD)

J. Part B section 14. (a) PHA can keep the sale of the property from going through by refusing to let the new owner take over the lease.

K. Part B section 14 (e) PHA will not allow assignment of HAP contract, sale of property, to an immediate relative.

L. Part C section 5 (d) Owner cannot evict tenant for failure of the PHA to pay rent which gives PHA Tremendous leverage over the owner.

M. Part C section 8 (e) 1 & 2 The apartment can be destroyed & all neighboring tenants harassed & endangered but the owner cannot evict if it's connected with Domestic Violence.

Perpetrators allowed back in by victim.

Many times the victims allow the perpetrator into the new apartment. Are other tenants to be in danger if new tenant who is victim of DV lets abuser back into their living space? What if one of the tenants are harmed by the perpetrator. Can the landlord now be held somehow liable because the landlord could not do anything to eliminate the perpetrator?

If this happens, landlords have limited ability to evict unless they are witnesses to new abuse or disturbance of the peace. The eviction requires a 30 days notice plus all the time the courts take so it could take 2 to 3 months at a minimum to evict the perpetrator. Mean time all the other tenants in the building who are subject to the fights, generally are reluctant to call police, and may move on account of the continued problem. Now the landlord is only left with the troubled unit and will likely have trouble rerenting because of the troublesome unit.

4. Section 8 tenants are more costly for landlords although landlords by HUD rules can not charge more for them.

a. more paper work. The Section 8 lease and contract is very large with an extreme number of clauses. This means the landlord will have to except all the provisions that this government body dreams up and the landlord as no control over.

b. must take time for initial inspection

c. must take time for annual inspections

d. there are annual financial reviews of the tenants if not more often, which changes the amount paid by the housing authority and the tenant. Increases bookkeeping time and chances of errors.

e. More regulations, and different standards such as with lead paint renovations which would now have to meet more stringent HUD rules.

Did you know that having a housing assistance tenant forces you to follow HUD RRP rules instead of EPA RRP rules. The HUD rules are more restrictive and expensive to follow which will absolutely increase your expenses and create more vacancy. Some of the extra HUD RRP rules:

1. Under EPA you can have one RRP certified worker supervising other works.

On HUD Section 8 job ALL workers must be RRP certified.

2. Under EPA the RRP renovator may do an official "Cleaning Verification Procedure" to release the job

back to the occupant.

On HUD Section 8 job several dust wipes performed only by a dust wipe technician, Lead Inspector or Risk Assessor must be performed sent to a lab and the result proven to be <40 micrograms/square foot lead. If not then the contractor must reclean and pay for more lab dust wipes until the job meets the HUD requirement.

3. Under EPA there is no prohibition to work on a windy day as long as you can meet containment.

On HUD Section 8 job you must shut down the job on a windy day (>20MPH).

4. Under EPA you are required to meet RRP rules only if disturbing more than 6 square feet.

On HUD Section 8 job you have to invoke HUD RRP rules if disturbing more than 2 square feet.

There are several more restrictions. HUD Section 8 jobs are always more restrictive in their rules.

f. Need housing authority approval to raise rents, and there are limitations on rent increases based upon what is allowed by HUD

g. Sec 8 is funded by what has been often been a dysfunctional Congress. Who knows what they will continue to fund.

h. Landlords should not be forced to have too many sec 8 tenants, if funding is reduced the landlord could face financial ruin.

i. This will open all our rental properties to having to be up to government (HUD) codes including at least annual inspections, not just current building code.

The bill gives people on sec 8 & any type of housing assistance greater rights than people who work and pay rent from their paychecks.

5. Limited ability to screen new tenants.

To protect yourself from discrimination suits you will be likely need to give preference to accept Section 8. You will not be allowed to deny someone your apartment if they have bad landlord references or bad credit if those references and credit are "caused" by the domestic violence, sexual assault, or stalking. Maybe this could be stretched to say the reasons that cause a tenant to be eligible for Section 8 are the reasons for their bad credit. If so landlords could not refuse a Section 8 tenant because of their bad credit. Could that be extended to say they could not be refused because of bad past rental payments.

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the section 8 program or be guilty of discrimination.

Isn't it unconstitutional or illegal for government to force a private business person into a government contract?

6. More legal battles to fight.

It happens often that a landlord who never had any intent to discriminate winds up spending hours and hours and thousands of dollars in an effort to convince an investigator of their innocence. This could easily open up "frivolous" lawsuits against landlords.

7. Potential issues with property insurance

Some insurance companies won't do insurance if Section 8 is more than 20%-50%.

Standard Insurance companies research shows that if there is a majority of a building rented to Section 8 occupants then there tend to be more liability claims and less maintenance is done on the building. We have been told by insurance agents that it is their right not to insure the building in that situation and that insurance rates would likely go up if a landlord had large amounts of section 8 tenants in their building.

8. Depressing effect on value of multi-families and real estate market.

In the investment markets something that provides a stable return is valued higher than something uncertain. HB1291 creates a huge amount of uncertainty as to what a property owner income depending on how many Section 8 tenants with accompanying expenses he/she happens to be required to accept plus the uncertainty

of property insurance costs or even obtaining insurance. All of this would cause multifamily investment property to be less valuable.

This is a terrible bill and worsens the affordability issue in NH

Please protect our housing affordability by voting Inexpedient To Legislate.

Testimony for HB 1291

Chairman Gordon and members of the Judiciary Committee,

I would be in the public hearing today but I was in a car with someone who tested positive for the virus.

I hope you vote ITL on HB 1291. The landlord-government agency contract that goes with Section 8 tenancy is much different than a regular lease. I'd prefer to not have those contractual terms imposed on me. I'd like to have discretion in choosing leasing terms.

Listening to the testimony today, I learned about one of the problematic Section 8 contract terms. Part B section 14 (e) PHA of the contract will not allow assignment of HAP contract on sale of property to an immediate relative. That means that if I sell or give my house to a relative the Section 8 obligations to the landlord vanish. The new owner inherits a tenant without government support. That could be a problem. Furthermore, there are many reasons that the government can choose to stop paying their share of the rent. Try getting a federal buracracy to change its mind. I think back to Senator Ted Kennedy being refused boarding permission on a flight from Washington, DC to Boston and subsequently having trouble getting himself off the 'Do Not Fly' list.

HB 1291 seems to compel landlords to accept Section 8 tenants. It doesn't force them to exactly, but it leaves them open to lawsuit if they refuse a Section 8 voucher on principle. It will "nudge" them to take Section 8 tenants when they don't want to. I'd like landlords to have the freedom to say or advertise openly, "No section 8 contracts, please", if they don't want to enter into those contract terms.

For about a month I have been trying to find out what the Section 8 contract terms actually are. I have rental property in New Hampshire and Maine. The federal HUD terms should be the same for both states.

A neighbor who is a social worker for a private housing agency told me about a woman with 4 kids who was living in a shelter. It is vitally important that kids have stable housing and I would like to help but I also want to know about what my obligation would be as a Section 8 landlord. That information shouldn't be too hard to get, but was hard for me. My neighbor told me to call the Maine state legal aid agency, Pine Tree Legal. The agency didn't get back to me.

I had inquiries from other Section 8 prospective tenants. I asked them to provide me with their current Section 8 lease so I would know what it's terms are. So far, no one had forwarded me one. I made calls to 3 different public housing agencies. None of the folks there knew the contract terms, perhaps because it is federal, but one finally did refer me to a website that will take hours to read. Nick Norman, who testified before you today, is the only person I know that is actually familiar with the contract terms. After looking at his HB 1291 bill summary, I'd say that the Section 8 terms do not incentivize landlords.

I want to help Section 8 voucher holders with their housing needs but, from what I have learned so far, the contract terms seem unfavorable. HB 1291 is a backhanded, indirect effort to force landlords to accept those non-negotiable federal terms and it should be voted ITL.

Sincerely,

William Peirce, New Hampshire landlord  
53 Rogers Road  
Kittery ME 03904  
(207) 451-9171

**Archived:** Wednesday, March 16, 2022 10:39:06 AM  
**From:** Paul Stewart  
**Sent:** Monday, January 17, 2022 9:19:32 AM  
**To:** ~House Judiciary Committee  
**Subject:** FW: HB 1291  
**Importance:** Normal

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**From:** Paul Stewart <pstewart@stewartproperty.net>  
**Date:** Monday, January 17, 2022 at 9:17 AM  
**To:** Ned.Gordon@leg.state.nh.us <Ned.Gordon@leg.state.nh.us>  
**Subject:** HB 1291

Dear Chairman Gordon,

My name is Paul Stewart and I am writing in support of HB 1291. I am President of Stewart Property Management and our company manages more than 2500 affordable housing units throughout the state, and we are active participants in the Housing Choice Voucher program (HCV).

HCV simply provides an exceptionally reliable income source-better than most- which permits low income tenants to shop for modest market rate apartments which they could otherwise not afford.

We willingly, and happily, accept applications from HCV tenants because they add to the pool of applicants for available apartments, and they bring other advantages as well, such as guaranteed subsidy payments from the sponsoring Public Housing Agency (PHA) and, often, a premium on the advertised rent for the apartment.

There is little or no burden associated with participation in the program. While the apartment is inspected to ensure minimum physical standards are met-which any unit meeting common standards of decency would pass- the minimal additional paperwork which the PHA prepares is well worth the end result. It is my experience that no rational owner would reject involvement in this program and refusing to do so suggests other discriminatory reasons for non-participation.

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

**Archived:** Wednesday, March 16, 2022 10:39:01 AM

**From:** [Nick Norman](#)

**Sent:** Wednesday, January 19, 2022 11:55:00 AM

**To:** ~House Judiciary Committee

**Subject:** Please vote ITL on HB1291, Section 8 Becoming A Protected Class

**Importance:** Normal

**Attachments:**

[RiskMitigationStatutoryReport.pdf](#)  [ItsNotTheSourceItsTheStrings.docx](#) 

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1/19/2022 at 1:00 p.m. LOB 208, House Judiciary

HB1291, Section 8 Becoming A Protected Class

Nick Norman

Legislative Initiative Landlord Tenant La

AANH Government Affairs Chair

[NickNorman@yahoo.com](mailto:NickNorman@yahoo.com)

603-432-5549

Property Owner Position: Against, vote to kill this bill.

Please protect our housing affordability by voting Inexpedient To Legislate.

Summary: The bill would make holders of Section 8 vouchers a protected class under the state fair housing statute.

Screening a Section 8 tenant for bad landlord references, eviction records, criminal activity, sexual offender, and bad credit would not be protected.

Only 2 reasons for denying a Section 8 applicant would be expressly allowed:

- (a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or
- (b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

Generalized information:

The Section 8 program was originally designed and still is designed by the federal government to be voluntary.

Given the breadth of program demands, property owners should be free to choose whether they want to participate or not.

See [LeasingProcessComparison.pdf](#), included or attached, graphically showing the much more complicated process to place a Section 8 tenant in an apartment.

A study was put out by HUD on landlords' experience with the HCV program. One of the key takeaways is that property owners are largely frustrated with the bureaucratic inefficiencies and burdens from the public housing authority. Landlords also tend to have negative experiences with voucher holders in part because the PHA screening is less rigorous than the property owner's when looking for a tenant.

HUD recently put out an "[HCV Landlord Strategy Guidebook](#)" which is aimed at increasing landlord

participation in the program, indicating that it is HUD's responsibility to encourage participation, not mandate it.

<https://www.hudexchange.info/resource/6314/hcv-landlord-strategy-guidebook/>

The U.S. Department of Housing and Urban Development (HUD) and local Public Housing Authorities (PHAs) who administer the program require participating property owners and operators to adhere to additional regulatory requirements, which are otherwise not imposed in a standard apartment leasing transaction.

These requirements may include, but are not limited to, the following:

- Prescribed tenancy approval process.
- Approval of the owner's preferred lease by the PHA.
- Execution of a "tenancy addendum" to be attached to every voucher holder's lease.
- In addition to the owner and resident's agreement, owners must agree to enter into a Housing Assistance Payments (HAP) contract with the PHA and to enforce lease terms and comply with administrative responsibilities contained therein.
- Rents subject to "reasonableness" requirements, possible delays and inconsistencies in disbursement of subsidies, and even arbitrary withholding of payments.
- Limits on rent increases which are subject to approval by the PHA and often do not keep pace with local market rates.
- Inspections delays and duplicative requirements.
- Lack of support from program administrators to assist owners and operators in addressing resident noncompliance concerns.
- Significant challenges stemming from inconsistency in service and interactions with program administrators.

These challenges create uncertainty in rental housing operations and often undermine the ability of owners to properly manage risk, leading to negative outcomes for owners and residents alike.

The National Apartment Association is actively working with HUD to assist them understanding what is needed to increase property owner participation in the Section 8 program. A summary of their findings called "It's Not the Source, It's the Strings" can be found here:

<https://www.naahq.org/news-publications/its-not-source-its-strings>

The summary of this report mentions:

"Revitalization of the Section 8 Housing Choice Voucher Program is a key priority for the National Apartment Association (NAA) and the industry it represents. In 2018, NAA gathered experts among its membership to identify the most significant challenges that deter owners and operators from participating in the program. NAA's members deliberated and came to a consensus on practical solutions that would incentivize voluntary participation in the HCV Program and optimize its potential for success."

It is followed by a list of suggestions for improvements to the program that would increase participation.

Also note:

On March 12, 2019, the Pennsylvania Commonwealth Court has affirmed the trial court decision to invalidate the City of Pittsburgh's Source of Income (SOI) Ordinance. The ordinance prohibits rental housing providers from denying housing to an applicant on the basis of an individual's status as a Section 8 voucher holder. In essence, the ordinance would mandate owners and operators' participation in the Section 8 Housing Choice Voucher (HCV) Program.

January, 24, 2021 the Supreme Court Of Pennsylvania Western District upheld the decision.



If you want to increase participation then create Publicly-funded risk mitigation programs serve as an excellent example that increases owner and operator participation in the HCV program. These programs are established by state and local governments as a safeguard to encourage property owners and operators to accept applicants with housing barriers that would not normally qualify, with broad applicability to voucher holders or others that may have negative criminal or rental history. The funds assist owners and operators with possible financial challenges resulting from tenancy, such as damages that exceed the renter's security deposit, eviction costs, or lost rent. Don't push the expense onto property owners which will increase market rents and worsen housing affordability.

See Risk Mitigation Statutory Report, attached, for a State by State listing Risk Mitigation Programs across the country.

#### More Detailed Info

This bill would be opening up discrimination lawsuits to landlord of all sizes and severely limit the landlord's ability to screen for good tenants to provide safe quiet enjoyment for all tenants at the property.

If lines 6 – 13 of the bill passed, a landlord could not screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit.

In fact the only 2 reasons for denying a Section 8 applicant are clearly stated as:

- (a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or
- (b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

There is an entire host of issues with the Section 8 contract that would be forced upon a landlord. The bill would naturally lead to landlords raising the rent to over the Section 8 allowance. Do we really want to force a large rent increase at this time?

This bill was tried in a previous session and failed.

The prevailing opinion revolved around a landlord being forced to enter into a multi page contract with the government backed up by hundreds of pages of supporting regulation with no say in the content of the contract which is naturally weighted heavily in favor of the government and not the landlord.

There are many flaws in this bill.

Unlike other law, the bill fails to make an allowance for resident landlords. (Restricted v. non restricted)

HCV contracts and supporting legislation is complex and restrictive, something that many landlords find unacceptable. From the beginning, the Section 8, Voucher Choice, program would strategically designed to be voluntary.

The government should not be in the business of compelling people to enter into contracts with which they disagree. If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

We have an undeniable history of government agencies over reaching their authority, doing everything they can to avoid rulings of the court, with out regard to the lives and businesses they

are affecting.

HUD writes its own rules, “from on high”, that landlords have no say in. For instance, during the pandemic, and still now, HUD has overruled NH law by requiring a 30 day eviction notice for non-payment. NH law is 7 days. (note that the loss of 23 days rent is a 6.3% rent increase promulgated by the Federal government, Does NH want HUD to dictate rent increases to us?). Further it is understood that during the federal moratoriums if an owner had one section 8 tenant in a multiunit building then the entire building was a “covered property” not just the one unit. This meant for a time HUD had control over writing rules for the entire building that the owner had no say over.

Federal COVID rules imposed unreasonable restrictions on landlord (i.e. extended eviction moratorium) not imposed by the state. It is not right to force landlords into such an alliance.

Once a voucher holder is in a building the landlord is at the mercy of the section 8 inspector. One landlord member writes:

“I was recently ordered to replace a \$4000 kitchen floor that the tenant had damaged.”  
You see HUD would require that the landlord pay for damages caused by the tenant.

Did you know that HUD writes and enforces it’s own rules on lead abatement that overrule the state’s lead abatement rules? We have no say in the content of these rules.

A government requiring private citizens to participate in a government program is a slippery slope. If it isn’t unconstitutional or illegal, it should be.

There are many reasons why a landlord would choose not to participate in the program. Tenant quality issues, difficulty with administering rent increases, added oversight regarding property inspections and the demand to repair tenant damage without compensation are a few. If the Housing Authorities want landlord participation, they should speak with landlords about why participation is a challenge and address those concerns.

Essentially, we need to fix the program not stuff it down landlord’s throats against our will and our rights.

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E. Part B section 4 b (5) The HAP contract can be terminated if the PHA determines per HUD requirements, that there is insufficient funding to support the continued assistance. Here HUD itself shows it has funding concerns .

F. Part B section 4 b (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide. So, no rent but how do we get rid of the live-in aid, and who has to incur the lost rent while the live-in aid is being evicted?

G. Part B section 10 a (2) it is a breach of the HAP contract if the owner has violated any obligation under any other HAP contract. So, for landlords with multiple buildings, if there is a problem in one building that is a breach then all section 8 payments could stop. With one very bad tenant, who lies, this could be a major problem

Also subparagraph (5) it is a breach if the owner engaged in any violent criminal activity. So, no defending yourself against a tenant who threatens you with bodily harm. This applies to all tenants and not just the section 8 ones.

H. Part B section 11. (a, b, and c but particularly b) The owner has to give "full and free access" to HUD, PHA, and the Comptroller General any and all information, records, computer files, accounts that are relevant to the HAP contract. HUD HAS DECIDED THAT THEY DO NOT HAVE TO COMPLY WITH THE FOURTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES. (Illegal search and seizure or need for probable cause).

If someone wants to challenge this, then they are in breach of the HAP contract and rent stops. (You do what we want or we will bankrupt you).

I. Part B section 13. Any public official, members of a governing body, or State or local legislator, who exercises function or responsibilities with respect to the program can not participate in the program. So, public officials will be barred from being landlords if HB1421 passes and landlords should not participate in government to avoid this provision. (Although this provision can be waived by HUD)

J. Part B section 14. (a) PHA can keep the sale of the property from going through by refusing to let the new owner take over the lease.

K. Part B section 14 (e) PHA will not allow assignment of HAP contract, sale of property, to an immediate relative.

L. Part C section 5 (d) Owner cannot evict tenant for failure of the PHA to pay rent which gives PHA

Tremendous leverage over the owner.

M. Part C section 8 (e) 1 & 2 The apartment can be destroyed & all neighboring tenants harassed & endangered but the owner cannot evict if it's connected with Domestic Violence.

Perpetrators allowed back in by victim.

Many times the victims allow the perpetrator into the new apartment. Are other tenants to be in danger if new tenant who is victim of DV lets abuser back into their living space? What if one of the tenants are harmed by the perpetrator. Can the landlord now be held somehow liable because the landlord could not do anything to eliminate the perpetrator?

If this happens, landlords have limited ability to evict unless they are witnesses to new abuse or disturbance of the peace. The eviction requires a 30 days notice plus all the time the courts take so it could take 2 to 3 months at a minimum to evict the perpetrator. Mean time all the other tenants in the building who are subject to the fights, generally are reluctant to call police, and may move on account of the continued problem. Now the landlord is only left with the troubled unit and will likely have trouble rerenting because of the troublesome unit.

4. Section 8 tenants are more costly for landlords although landlords by HUD rules can not charge more for them.

a. more paper work. The Section 8 lease and contract is very large with an extreme number of clauses. This means the landlord will have to except all the provisions that this government body dreams up and the landlord as no control over.

b. must take time for initial inspection

c. must take time for annual inspections

d. there are annual financial reviews of the tenants if not more often, which changes the amount paid by the housing authority and the tenant. Increases bookkeeping time and chances of errors.

e. More regulations, and different standards such as with lead paint renovations which would now have to meet more stringent HUD rules.

Did you know that having a housing assistance tenant forces you to follow HUD RRP rules instead of EPA RRP rules. The HUD rules are more restrictive and expensive to follow which will absolutely increase your expenses and create more vacancy. Some of the extra HUD RRP rules:

1. Under EPA you can have one RRP certified worker supervising other works.

On HUD Section 8 job ALL workers must be RRP certified.

2. Under EPA the RRP renovator may do an official "Cleaning Verification Procedure" to release the job back to the occupant.

On HUD Section 8 job several dust wipes performed only by a dust wipe technician, Lead Inspector or Risk Assessor must be performed sent to a lab and the result proven to be <40 micrograms/square foot lead. If not then the contractor must reclean and pay for more lab dust wipes until the job meets the HUD requirement.

3. Under EPA there is no prohibition to work on a windy day as long as you can meet containment.

On HUD Section 8 job you must shut down the job on a windy day (>20MPH).

4. Under EPA you are required to meet RRP rules only if disturbing more than 6 square feet.

On HUD Section 8 job you have to invoke HUD RRP rules if disturbing more than 2 square feet.

There are several more restrictions. HUD Section 8 jobs are always more restrictive in their rules.

- f. Need housing authority approval to raise rents, and there are limitations on rent increases based upon what is allowed by HUD
- g. Sec 8 is funded by what has been often been a dysfunctional Congress. Who knows what they will continue to fund.
- h. Landlords should not be forced to have too many sec 8 tenants, if funding is reduced the landlord could face financial ruin.
- i. This will open all our rental properties to having to be up to government (HUD) codes including at least annual inspections, not just current building code.

The bill gives people on sec 8 & any type of housing assistance greater rights than people who work and pay rent from their paychecks.

#### 5. Limited ability to screen new tenants.

To protect yourself from discrimination suits you will be likely need to give preference to accept Section 8. You will not be allowed to deny someone your apartment if they have bad landlord references or bad credit if those references and credit are "caused" by the domestic violence, sexual assault, or stalking. Maybe this could be stretched to say the reasons that cause a tenant to be eligible for Section 8 are the reasons for their bad credit. If so landlords could not refuse a Section 8 tenant because of their bad credit. Could that be extended to say they could not be refused because of bad past rental payments.

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the section 8 program or be guilty of discrimination.

Isn't it unconstitutional or illegal for government to force a private business person into a government contract?

#### 6. More legal battles to fight.

It happens often that a landlord who never had any intent to discriminate winds up spending hours and hours and thousands of dollars in an effort to convince an investigator of their innocence. This could easily open up "frivolous" lawsuits against landlords.

#### 7. Potential issues with property insurance

Some insurance companies won't do insurance if Section 8 is more than 20%-50%.

Standard Insurance companies research shows that if there is a majority of a building rented to Section 8 occupants then there tend to be more liability claims and less maintenance is done on the building. We have been told by insurance agents that it is their right not to insure the building in that situation and that insurance rates would likely go up if a landlord had large amounts of section 8 tenants in their building.

#### 8. Depressing effect on value of multi-families and real estate market.

In the investment markets something that provides a stable return is valued higher than something uncertain. HB1291 creates a huge amount of uncertainty as to what a property owner income depending on how many Section 8 tenants with accompanying expenses he/she happens to be required to accept plus the uncertainty of property insurance costs or even obtaining insurance. All of this would cause multifamily investment property to be less valuable.

This is a terrible bill and worsens the affordability issue in NH

Please protect our housing affordability by voting Inexpedient To Legislate.

Love & Light,  
Nick Norman  
Director of Legislative Affairs  
AANH Government Affairs Chair  
603-432-5549  
NickNorman@yahoo.com

**Archived:** Wednesday, March 16, 2022 10:39:03 AM

**From:** ron bell

**Sent:** Tuesday, January 18, 2022 6:19:58 PM

**To:** Ned Gordon

**Cc:** ~House Judiciary Committee

**Subject:** HB 1291

**Importance:** Normal

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Dear Chairman Gordon:

My name is Susan Bell and I am writing in support of HB 1291 – the one that will make it illegal for landlords to discriminate against section 8 voucher holders. I have been a section 8 Housing Choice Voucher holder since 2009. I am hoping that your committee will support HB 1291 and end the discrimination I have experienced as a New Hampshire resident.

The first apartment I rented using my voucher started in 2009 and ended in 2020. I had to move in 2020 because my landlord's mother, the property manager, passed away, where after her death the family decided to sell the property, so I had to move. It was extremely difficult to find a new apartment after that as most places I applied would not accept my section 8 voucher. Landlords and agents would find out I was a voucher holder and just tell me they did not rent to people in the section 8 program. I finally found a landlord willing to accept my voucher in August of 2020. However, that apartment did not work out, and I moved from there in August of 2021. Since that time, I have been homeless, staying with my parents, searching constantly for a new apartment. This is my typical experience: I call a potential landlord or go to their office to apply for an advertised vacancy, where as soon as I mention I am a section 8 voucher holder, I am told they don't accept section 8 vouchers. While I have not been keeping track of how often this has happened since I started looking last year, my best estimation is that it has happened more than ten times. While it is good that I can stay with my parents right now while I search, I have another pressing issue -- if I am not able to place my voucher within a certain amount of time, I will lose it. The housing authority has given me an extension because they understand I am looking hard and haven't been able to place my voucher, but they won't extend it indefinitely and at some point, if I have not found an apartment, I will lose my voucher. This would be devastating to me as I cannot afford to pay the going rate for an apartment, due to my fixed, limited income. My only income is from SSDI, as I am disabled and unable to work. I do feel discriminated against when landlords won't rent to me - it feels like they don't want me because either I am a person with a disability they don't want to rent to or because I am poor. However, for the 11 years I rented when I first got my voucher, I was never late with rent. I believe I am a good tenant and would be able to show that to any landlord who would accept my application.


I am asking that your committee adopt the bill that will end this kind of discrimination. I wish there was a protection like this in place right now as I feel I would have already secured an apartment. I am lucky I have a temporary place to stay but there are many



people who do not, who are homeless, out in the cold, trying to make it work, while searching for a place to live. We are good people who are good tenants and just need to be given a chance. This law will encourage landlords to look at us instead of rejecting us without evaluating us as potential tenants. I sincerely hope you pass this law. Thank you for reading this and considering my situation as you decide what to do.

Sincerely,

Susan Bell (temporarily of Dover, New Hampshire)

**Archived:** Wednesday, March 16, 2022 10:52:09 AM  
**From:** [Kristi Bradish](#)  
**Sent:** Friday, January 14, 2022 3:37:47 PM  
**To:** [Ned Gordon](#)  
**Cc:** [~House Judiciary Committee](#); [GKetcham@nhla.org](mailto:GKetcham@nhla.org)  
**Subject:** support for House Bill 1291  
**Importance:** Normal  
**Attachments:**  
[House Bill 1291 Ltr to Ned Gordon.pdf](#) 

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Kristi Bradish  
Administrative Assistant  
Somersworth Housing Authority  
25 Bartlett Avenue, Suite A  
Somersworth, NH 03878  
Tel 603-692-2864 / Fax 603-692-2877

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HB1291 cline  
New Hampshire Housing  
Bringing You Home

1

While completing a recent inspection of a unit you own/manage, a New Hampshire Housing Inspector was unable to access either the basement or the boiler room. Please contact us to verify the following:

1. Is there a hardwired smoke detector with a battery backup?
2. Is there a hardwired or plug in CO detector with a battery backup?
3. Is there a discharge line and temperature pressure relief valve on the water heater(s)?
4. Are there any knockouts missing in the breaker box?
5. Are there any combustible materials within three feet of furnace, water heater, oil tank?
6. Does the furnace or oil tank have any safety issues?
7. Does the hot water heater have any safety issues?
8. Are there any other safety issues (uncapped wires/leaks/smells/broken steps/ missing railings/or structural issues etc.)?

HQS Inspector: James Flanagan, Assisted Housing Division

Phone Number: 603-310-9225

Email: [jflanagan@nhhfa.org](mailto:jflanagan@nhhfa.org)

Client Name: [REDACTED]

Unit Address: [REDACTED]

5/2016

2

Suncrest Realty, LLC

P.O. Box 1224  
Dover, NH 03821

(603) 973-2268

August 27, 2017

VIA ATTACHMENT TO EMAIL AND FIRST CLASS MAIL

James Flanagan  
Assisted Housing Division  
New Hampshire Housing Finance Authority  
PO Box 5087  
Manchester, NH 03108

Re: 

Inspected on August 21, 2017

Dear Mr. Flanagan:

This letter is to certify to you regarding the basement and the heating system of 141 North Main Street, Rochester, NH the following:

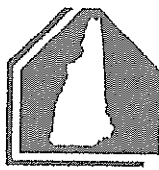
1. There is a hardwired with battery backup combination smoke and carbon monoxide detector in the basement of the building which is interconnected with the four combination smoke and carbon monoxide detectors located in the front and back hallways of the building.
2. As noted above, there is a CO detector in the basement as part of the combination unit.
3. The boiler located in the building was installed in 2009 with an indirect water heater when the fuel source was switched from oil to natural gas. Building permits were issued by the City of Rochester, and the work was inspected during and then upon completion of the installation. The building permits were properly closed. Therefore, the boiler and the water heater meet code which includes discharge lines and pressure relief valves.
4. There are no knockouts missing in the breaker panel in the basement.
5. There are no combustible materials within three feet of the boiler or the indirect water heater.

6. There are no safety issues with the boiler.
7. There are no safety issues with the water heater.
8. There are no safety issues in the basement.

If you need any other information, please contact me at the above address.

Sincerely,

David Cline, member  
Suncrest Realty, LLC



SUNCREST REALTY, LLC  
P.O. BOX 1224  
DOVER, NH 03821

01/15/2019

**Change in Monthly Housing Assistance**

Dear SUNCREST REALTY, LLC:

The Housing Assistance Payment will change as of 02/01/2019.

Tenant's Contribution Towards Monthly Rent: \$	260
NHHFA'S Housing Assistance Payment: \$	635

Reason: Interim Reexam

Processed income change for William effective 1/1/19. Landlord will be paid an additional \$290 on 2/1/19 for the difference in January rent. Landlord should credit tenant's account or reimburse tenant for overpaid rent.

- If you receive a retroactive payment from NH Housing on behalf of your tenant, please credit your tenant's account, returning to them any amount overpaid.
- Changes in household composition require landlord and New Hampshire Housing approval.
- Prior to moving you must contact your Rental Assistance Manager and follow proper procedures including giving a written 30 day notice to both the owner and New Hampshire Housing.

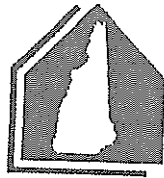
If you have any questions, please feel free to contact me.

Sincerely,

Brooke Rubner, Assisted Housing Division  
Direct Email: [brubner@nhhfa.org](mailto:brubner@nhhfa.org)

Direct Phone: 603-310-9211  
Direct Fax: 603-488-0855

RE: [REDACTED]



New Hampshire Housing  
Bringing You Home

3B

SUNCREST REALTY, LLC  
P.O. BOX 1224  
DOVER, NH 03821

06/03/2019

**Change in Monthly Housing Assistance**

Dear SUNCREST REALTY, LLC:

The Housing Assistance Payment will change as of 08/01/2019.

Tenant's Contribution Towards Monthly Rent: \$	798
NHHFA'S Housing Assistance Payment: \$	97

Reason: Annual Reexam

We have processed your annual recertification paperwork. Please see above for new breakdown in rental payment and effective date.

- If you receive a retroactive payment from NH Housing on behalf of your tenant, please credit your tenant's account, returning to them any amount overpaid.
- Changes in household composition require landlord and New Hampshire Housing approval.
- Prior to moving you must contact your Rental Assistance Manager and follow proper procedures including giving a written 30 day notice to both the owner and New Hampshire Housing.

If you have any questions, please feel free to contact me.

Sincerely,

Katherine Rondon-Escalera, Assisted Housing Division  
Direct Email: [kescalera@nhhfa.org](mailto:kescalera@nhhfa.org)

Direct Phone: 603-310-9233  
Direct Fax: 603-488-0873

RE: [REDACTED]  
[REDACTED]  
[REDACTED]





HB1291 Testimony

Dear legislators,

I am writing in opposition to HB 1291 which would establish Section 8 renters as a protected class. When is there going to be a bill introduced to help landlords? It seems that the term "landlord" immediately takes on a negative connotation and we are consistently under attack. Just a couple of examples would be the eviction moratoriums and the forced passing of the lead paint bill a while back.....we repeatedly are getting the short end of the stick and taking blame as the scapegoats. WE ARE NOT THE ENEMY. There always seems to be laws drafted tipping the scales even further toward tenant rights and stripping landlords of our rights. I don't write to legislators often, if ever, but am getting fed up with regulations repeatedly targeting us. Please stand up and do something about it. Thank you.

Chip Larson    Chip and Sarah Larson [chipandsarahlarson@hotmail.com](mailto:chipandsarahlarson@hotmail.com)

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Dear Committee Members

I ask that you vote HB 1291, which would make tenant vouchers secured through the Section 8 program mandatory on landlords, inexpedient to legislate.

First and foremost, the State of New Hampshire should not seriously consider requiring a NH businessperson to enter into a contract with the Federal Government when that businessperson has absolutely no say in the terms of the contract. I firmly believe that when I rent an apartment to a person it is their castle. However, until that time it is still my private property. I should have a say in the terms of any binding agreement. With Section 8, there is none. If I can't agree to the terms, I am now free to walk away. That is as it should be.

Among other concerns, entering into an agreement with the Feds opens a landlord to Federal regulations that do not exist under NH state law. HB 1291 would effectively subject NH people to expanded federal regulation, including COVID focused requirements not enacted by the General Court or the Governor.

Several people testified in favor of this bill at the public hearing you held last week. What they all described was the lack of housing, especially affordable housing, currently being experienced. This is a totally different issue from landlords not accepting housing authorities' vouchers. HB 1291 will do nothing to add housing to the marketplace and, contrary to its intent, will exacerbate the affordable housing supply situation.

This well intentioned bill should be a non-starter because it is not fair to business owners and will not solve the problems of the economically disadvantaged.

Finally, RSA 354 and the State Commission for Human Rights are important safeguards for disadvantaged people and those in demographic groups historically subjected to discrimination. The statute reads: "*354-A:8 Equal Housing Opportunity Without Discrimination a Civil Right. – The opportunity to obtain housing without discrimination because of age, sex, gender identity, race, creed, color, marital status, familial status, physical or mental disability or national origin is hereby recognized and declared a civil right. In addition, no person shall be denied the benefit of the rights afforded by this section on account of that person's sexual orientation*". Where does possession a housing voucher fit in this list?

I ask you again to find this inexpedient to legislate.

Thank you

David Canada  
Stratham, NH

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Hello Republican members of Judiciary:

I thought HB 1260 (making immunization status a protected class) would have a tough time in Committee because of the stigma associated with protected classes, and perhaps it still will. I did not ask anyone to sign in support of this bill. To my surprise, the bill has attracted a great deal of support and it's clear NH residents want the legislature to grant protection.

HB1291 Testimony

If there is interest, I would amend my bill so that schools would not be affected by the law. This is how the Montana bill is written. I have attached a copy of the Montana bill showing how this exception is written in the bill.

House Judiciary

HB1260

**Support: 485 | Oppose: 87 | Neutral: 4**

Thank you for your consideration,

Juliet

**Juliet Harvey-Bolia**

NH House of Representative, Belknap County Dist. 4- Tilton & Sanbornton  
Resources, Recreation & Development Committee, Clerk  
Public Water Access Advisory Board, Member  
Winnisquam Regional School District Budget Committee, Member

Tilton Main Street Committee, Member  
66 Dunlop Drive  
Tilton, NH 03276  
603.238.6627

Fellow colleagues please also note:

- HB 1210 will not protect employees or healthcare patients from vaccine discrimination and doesn't provide any workplace/healthcare setting privacy.

Employees may be granted their exception only to be subsequently fired, segregated in the workplace or otherwise shamed.

I have heard several complaints from unvaccinated patients at Dartmouth and CMC being denied treatment after staff discovered their vaccine status.

Thank you very much for reading and for your consideration,

Juliet

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To the members of the House Judiciary Committee,

Please Kill HB 1291

My name is Lindsay Raynes. My husband and I own a home in Madbury where we live with our young family. We are resident landlords. We have a single unit over the garage. I urge you to kill HB1291. It makes no provisions for resident landlords. We do not turn a profit off of the rental unit. It helps us afford our mortgage and property taxes. Money is tight for us already and section 8 is not a guarantee of payment for the full amount of the rent. It increases our costs and comes with the real possibility of losing our homeowner's insurance. Furthermore, forcing us into a government contract that is 100s of pages long in which we have no say is wrong. If it's not illegal to force private citizens into a voluntary government contract, it should be.

HB1291 Testimony

HB1291 has two express provisos that would allow a landlord to deny a tenant who is on section 8. The first is if the housing authority fails to meet the Housing Quality Standards. The second is if the rent charged for the dwelling is above the limit that the housing voucher and legally approve, provided that that amount is the same the landlord is charging for comparable units. Any person ought to see that this incentivizes across the board price increases for all rental units statewide. And, where does it leave people who only have one rental unit? Many landlords in this state are families just like mine. They have a unit attached to their home that helps them make ends meet. I've read this bill and I see nothing in it that indicates that the drafters are even aware that many of us landlords are just people with single units in our homes. And the rent we receive helps us make good on our obligations, like property tax.

HB 1291 assumes that the only reason a landlord would turn down a tenant with a section 8 housing choice voucher is because they are discriminating against the person. It assumes that every landlord is wealthy enough to incur and absorb any costs associated with being forced as a private citizen into accepting what is supposed to be a voluntary government contract. It assumes that our income is unlimited and that we can bear any costs with delays, potential missing portions of a tenant's payment and so on.

These assumptions are incorrect. The problem is not with the section 8 tenant. The problem is with section 8. If you want more landlords to accept section 8. Fix section 8! Find a way to build more affordable rental units.

Sincerely,

Lindsay M. Raynes

--

Lindsay M. Raynes, RN, B.A. M.Ed.  
[lraines@gmail.com](mailto:lraines@gmail.com)  
(603) 534-5800

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howdee Judiciary Committee,

Below are reorganized & updated full details on HB1291, Section 8 Becoming A Protected Class. after Summary is bulleted talking points highlighting a few of the concerns with being forced into a Section 8 government contract with no say in the details, and the extra costs and risks, these are followed by expanded detail for each talking point.

Please protect our affordable house by voting ITL and killing the bill.

Attached is

the HAP Contract

which you would be forced to sign if renting to a Section 8 tenant.

the LeasingProcessComparison.pdf

Showing how much more complicated it is to sign up and maintain the Section 8 program.

ItsNotTheSourceItsTheStrings.pdf

Talking about many of additional complications of working with the Section 8 program

Please feel free to contact me at any time to review anything herein.

Love & Light,

Nick Norman

Director of Legislative Affairs

AANH Government Affairs Chair

603-432-5549

[NickNorman@yahoo.com](mailto:NickNorman@yahoo.com)

HB1291, Section 8 Becoming A Protected Class

Property Owner Position: Against, vote to kill this bill.

Summary: The bill would make holders of Section 8 vouchers a protected class under the state fair housing statute.

Screening a Section 8 tenant for bad landlord references, eviction records, criminal activity, sexual offender, and bad credit would not be protected.

Only 2 reasons for denying a Section 8 applicant would be expressly allowed:

(a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or

(b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

Talking points:

Please vote this bill Inexpedient To Legislate and kill the bill.

There are many flaws in this bill. Here are only a few.

Government would be forcing private citizens into contracts they disagree with & have no say in:

Section 8, Voucher Choice, program was strategically designed to be voluntary:

Extra costs will naturally drive up rents further on all tenants:

Potential forced rent price war:

We need to fix the Section 8 program, not force its issues upon NH:

The bill does not fix the real issue which is a shortage in housing supply:

Loss of multi family property insurance coverage and increased rates:

Depressing effect on value of multi-families and real estate market:

Opens up possibility for more false discrimination lawsuits:

Unclear if normal applicant screening is allowed:

Section 8 as a protected class was attempted previously and failed:

No allowance for resident landlords:

At any time HUD & the federal government writes new rules that are forced onto landlords with no say in the matter:

Landlord is at the mercy of the section 8 inspector & unreasonable renovations:

HUD writes its own lead abatement rules which would have to be followed:

The Section 8 program comes with much increased regulation, administration, & increased costs:

Note delays in administration, increased vacancy for lease startup, increased costs of lead renovation, increased code renovation requirements can easily be many hundreds and even thousands of dollars.

In an increasing rent situation the tenant could be subject to an eviction while Section 8 doesn't pay the increase:

Here is more detail on the issues above.

Government would be forcing private citizens into contracts they disagree with & have no say in:

If an applicant meets normal screening criteria then the Section contract would be forced on the landlord. The government should not be in the business of compelling private citizens (isn't this coercion) to enter into contracts with which they disagree and have no say in. A government requiring private citizens to participate in a government program is a slippery slope. If it isn't unconstitutional or illegal, it should be.

If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the Section 8 program or be guilty of discrimination.

In this case, it is clear that HB1291 would force the landlord into signing the HAP contract, a government contract which they have no say over.

## HB1291 Testimony

We have an undeniable history of government agencies over reaching their authority, doing everything they can to avoid rulings of the court, with out regard to the lives and businesses they are affecting.

Section 8, Voucher Choice, program was strategically designed to be voluntary: HCV contracts and supporting legislation is complex and restrictive, something that many landlords find unacceptable. From the beginning, the Section 8, Voucher Choice, program was strategically designed to be voluntary. It should stay voluntary as originally designed.

Extra costs will naturally drive up rents further on all tenants:

Potential forced rent price war:

There is an entire host of issues with the Section 8 contract that would be forced upon a landlord. The bill would naturally lead to landlords that are experienced business persons to raise rents above the Section 8 allowance. Section 8 may then raise their allowance. Now there is rent price war.

Do we really want to force a large rent increase at this time?

Fix the Section 8 program, don't force its issues upon NH:

The bill is a misguided solution to Section 8 issue.

Presently a good number of landlords accept and many do not accept the Section 8 program.

The issue is sometimes a tenant receiving Section 8 assistance contacts a landlord who does not accept the Section 8 program. The landlord doesn't accept the program because it is essentially bad for landlords and costs more time and money.

There are many reasons why a landlord would choose not to participate in the program.

Tenant quality issues, difficulty with administering rent increases, added oversight regarding property inspections and the demand to repair tenant damage without compensation are a few. If the Housing Authorities want landlord participation, they should speak with landlords about why participation is a challenge and address those concerns.

Instead of working to make the Section 8 program more palatable to landlords, HB1291 attempts to solve the issue by making it illegal to discriminate based on Section 8.

In plain words, rather than fix the program, HB1291 attempts to ram the program, as is, down landlord's throat.

The bill does not fix the real issue which is a shortage in housing supply:

Two of the likely reasons for this bill is that section 8 people are having trouble obtaining apartments and that the sponsors believe that if the section 8 people move into better areas, they and their children will do better. However, the shortage of apartments in New Hampshire is state wide, and the bill does nothing to increase the supply. Note that people have 60 days to locate an apartment that can be extended up to 120 days.

Also, since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, it will give landlords more incentive to raise rents which will result in less apartments being available to voucher holders. In regard to the second reason, there is no exemption for the number of units that a landlord must rent to section 8 voucher holders. It could result in two or more units in a small building, such as a 3 or four unit building being rented to voucher holders, thus defeating the purpose of the bill.

Further, if the one of the principles of the bill is that these classes of tenants would have a better chance of improving their situations if they could live in better areas, does that mean that all public housing that concentrates people of low income and financial means in one project should be eliminated?

Of particular note are the lead paint regulations which are not in concert with NH regulations, and require more stringent controls than the state already requires.

Loss of multi family property insurance coverage and increased rates:

Some insurance companies won't write insurance if Section 8 is more than 20%-50%.

## HB1291 Testimony

Standard Insurance companies research shows that if there is a majority of a building rented to Section 8 occupants then there tend to be more liability claims and less maintenance is done on the building. We have been told by insurance agents that it is their right not to insure the building in that situation and that insurance rates would likely go up if a landlord had large amounts of section 8 tenants in their building.

Depressing effect on value of multi-families and real estate market:

In the investment markets something that provides a stable return is valued higher than something uncertain. HB1291 creates a huge amount of uncertainty as to what a property owner income depending on how many Section 8 tenants with accompanying expenses he/she happens to be required to accept plus the uncertainty of property insurance costs or even obtaining insurance. All of this would cause multifamily investment property to be less valuable.

Opens up possibility for more false discrimination lawsuits:

This bill would be opening up discrimination lawsuits to landlord of all sizes and severely limit the landlord's ability to screen for good tenants to provide safe quiet enjoyment for all tenants at the property.

It happens often that a landlord who never had any intent to discriminate winds up spending hours and hours and thousands of dollars in an effort to convince an investigator of their innocence. This could easily open up with "frivolous" lawsuits against landlords.

Unclear if normal applicant screening is allowed:

If lines 6 – 13 do not clearly state that a landlord can still screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit. Can that be interpreted as a landlord has to accept Section 8 tenants with bad history in all those categories.

In fact the only 2 reasons for denying a Section 8 applicant that are clearly stated are:

- (a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or
- (b) The housing authority determines that the dwelling fails to meet the Housing Quality Standards promulgated by the United States Department of Housing and Urban Development as codified in 24 C.F.R. 982.401.

The bill would take away a landlord's ability to screen a tenant based on their income. What happens when tenant assistance runs out or they are kicked off the program. The landlord now has a tenant that can't afford the apartment. They would never have met the screen requirement for income to begin with.

To protect yourself from discrimination suits you will be likely need to give preference to accept Section 8. You will not be allowed to deny someone your apartment if they have bad landlord references or bad credit if those references and credit are "caused" by domestic violence, sexual assault, or stalking. Maybe this could be stretched to say the reasons that cause a tenant to be eligible for Section 8 are the reasons for their bad credit. If so landlords could not refuse a Section 8 tenant because of their bad credit. Could that be extended to say they could not be refused because of bad past rental payments?

Section 8 as a protected class was attempted previously and failed:

The prevailing opinion revolved around a landlord being forced to enter into a multi page contract with the government backed up by hundreds of pages of supporting regulation with no say in the content of the contract which is naturally weighted heavily in favor of the government and not the landlord.

No allowance for resident landlords:

Unlike other law, the bill fails to make an allowance for resident landlords. (Restricted v. non restricted)

## HB1291 Testimony

At any time HUD & the federal government writes new rules that are forced onto landlords with no say in the matter:

HUD writes its own rules, “from on high”, that landlords have no say in. For instance, during the pandemic, and still now, HUD has overruled NH law by requiring a 30 day eviction notice for non-payment. NH law is 7 days. (note that the loss of 23 days rent is a 6.3% rent increase promulgated by the Federal government, Does NH want HUD to dictate rent increases to us?). Further it is understood that during the federal moratoriums if an owner had one section 8 tenant in a multiunit building then the entire building was a “covered property” not just the one unit. This meant for a time HUD had control over writing rules for the entire building that the owner had no say over. Federal COVID rules imposed unreasonable restrictions on landlord (i.e. extended eviction moratorium) not imposed by the state. It is not right to force landlords into such an alliance. To this day, because of the CARES act, if you have one Section 8 tenant in your 8 unit building then it can be interpreted that the landlord must follow HUD eviction rules, not state rules, on every tenant.

Landlord is at the mercy of the section 8 inspector and unreasonable renovations:

Once a voucher holder is in a building the landlord is at the mercy of the section 8 inspector. One landlord member writes:

“I was recently ordered to replace a \$4000 kitchen floor that the tenant had damaged.”

You see HUD would require that the landlord pay for damages caused by the tenant.

Another was asked to repave a large parking lot because it had several cracks.

Another was not allowed to remove a large “third” egress staircase which nobody used at the cost of thousands of dollars.

HUD writes its own lead abatement rules which would have to be followed:

Did you know that HUD writes and enforces it’s own rules on lead abatement that overrule the state’s lead abatement rules? Landlords have no say in the content of these rules.

The Section 8 program comes with much increased regulation, administration, & increased costs: There are valid reasons why a landlord would not want to accept Section 8.

Primarily because of the large and increasing amount of regulatory scrutiny that surrounds it. A landlord should not be forced to accept these regulatory standards which can be onerous, especially in older structures.

The section 8 program is not just a choice voucher. It has many strings attached.. It creates additional burden, cost and risk on landlords, especially small landlords with older properties. Also, in a more extreme case, a landlord might not trust the section 8 housing authority to fund payments (credit risk), ie in a government shutdown, etc.

Section 8 Lease: Actually there is a lease & a contract. The landlord and tenant come to agreement on whatever is their normal lease AND the Section 8 program requires a separate contract called the HAP contract, Housing Assistance Payments, between the owner and the Housing Finance Authority.

This HAP Contract is called loosely the Section 8 lease but that is technically incorrect.

Many provisions of the Section 8 HAP contract are troublesome, illegal or believed to be unconstitutional.

See HAP contract here: [https://www.hud.gov/sites/documents/DOC\\_11737.PDF](https://www.hud.gov/sites/documents/DOC_11737.PDF)

A. Part A section 7, The housing authority can and does change the amount of monthly assistance during the term of the contract. This happens when the tenant's household income varies. It causes extra book keeping and errors tracking the ever changing rental split between housing and tenant.

B. Part B section 2 c. The lease between the landlord and the tenant must include word for word all provisions of the tenancy addendum required by HUD. This is 4 pages of small print legalese.

## HB1291 Testimony

If a landlord fails to do this, the landlord will not receive rent from the housing authority until the lease is amended to conform to this requirement. Something people without a legal background could miss.

C. Part B section 4b(2). The housing authority (PHA) ""may terminate payments for any grounds authorized in accordance with HUD requirements."" The problem is that if the family does something like drugs, and the landlord is evicting, the housing authority could cut off funds for the landlord, and since the family is poor or they would not be receiving section 8, the landlord would not have anyone to go after for lost rent.

D. Part B section 4 b (3) If the family moves the HAP contract terminates automatically. So if a family breaches the lease, as is a ""midnight move out"", the lease is meaningless and the authority can stop paying.

E. Part B section 4 b (5) The HAP contract can be terminated if the PHA determines per HUD requirements, that there is insufficient funding to support the continued assistance. Here HUD itself shows it has funding concerns .

F. Part B section 4 b (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide. So, no rent but how do we get rid of the live-in aid, and who has to incur the lost rent while the live-in aid is being evicted?

G. Part B section 10 a (2) it is a breach of the HAP contract if the owner has violated any obligation under any other HAP contract. So, for landlords with multiple buildings, if there is a problem in one building that is a breach then all section 8 payments could stop. With one very bad tenant, who lies, this could be a major problem

Also subparagraph (5) it is a breach if the owner engaged in any violent criminal activity. So, no defending yourself against a tenant who threatens you with bodily harm. This applies to all tenants and not just the section 8 ones.

H. Part B section 11. (a, b, and c but particularly b) The owner has to give ""full and free access"" to HUD, PHA, and the Comptroller General any and all information, records, computer files, accounts that are relevant to the HAP contract. HUD HAS DECIDED THAT THEY DO NOT HAVE TO COMPLY WITH THE FOURTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES. (Illegal search and seizure or need for probable cause).

If someone wants to challenge this, then they are in breach of the HAP contract and rent stops. (You do what we want or we will bankrupt you).

I. Part B section 13. Any public official, members of a governing body, or State or local legislator, who exercises function or responsibilities with respect to the program can not participate in the program. So, if the bill passes public officials will be guilty of discrimination if they have a tenant desiring to rent their apartment because Section 8 will deny the apartment and this is not a listed discrimination exclusion in the bill. Also landlords should not participate in government to avoid the same issue. (Although this provision can be waived by HUD, suppose they don't waive it.) See how messy it is to be forced into an onerous complicated government contract that you have no say in.

J. Part B section 14. (a) PHA can keep the sale of the property from going through by refusing to let the new owner take over the lease.

K. Part B section 14 (e) PHA will not allow assignment of HAP contract, sale of property, to an immediate relative.

L. Part C section 5 (d) Owner cannot evict tenant for failure of the PHA to pay rent which gives PHA Tremendous leverage over the owner.



## HB1291 Testimony

M. Part C section 8 (e) 1 & 2 The apartment can be destroyed & all neighboring tenants harassed & endangered but the owner cannot evict if it's connected with Domestic Violence.

Perpetrators allowed back in by victim.

Many times the victims allow the perpetrator into the new apartment. Are other tenants to be in danger if new tenant who is victim of DV lets abuser back into their living space? What if one of the tenants are harmed by the perpetrator. Can the landlord now be held somehow liable because the landlord could not do anything to eliminate the perpetrator?

If this happens, landlords have limited ability to evict unless they are witnesses to new abuse or disturbance of the peace. The eviction requires a 30 days notice plus all the time the courts take so it could take 2 to 3 months at a minimum to evict the perpetrator. Mean time all the other tenants in the building who are subject to the fights, generally are reluctant to call police, and may move on account of the continued problem. Now the landlord is only left with the troubled unit and will likely have trouble rerenting because of the troublesome unit.

The Section 8 program is more costly for landlords:

Section 8 tenants are more costly for landlords although landlords by HUD rules can not charge more for them.

a. more paper work. The Section 8 lease and contract is very large with an extreme number of clauses. This means the landlord will have to except all the provisions that this government body dreams up and the landlord as no control over.

b. must take time for initial inspection

c. must take time for annual inspections

d. there are annual financial reviews of the tenants if not more often, which changes the amount paid by the housing authority and the tenant. Increases bookkeeping time and chances of errors.

e. More regulations, and different standards such as with lead paint renovations which would now have to meet more stringent HUD rules.

A two week delay because of inspections and administration is a  $2/52=3.8\%$  loss, a few hundred dollars.

An extra renovation could be hundreds and in a few cases thousands of dollars.

Did you know that having a housing assistance tenant forces you to follow HUD RRP rules instead of EPA RRP rules. The HUD rules are more restrictive and expensive to follow which will absolutely increase your expenses and create more vacancy. Some of the extra HUD RRP rules:

1. Under EPA you can have one RRP certified worker supervising other works.

On HUD Section 8 job ALL workers must be RRP certified.

2. Under EPA the RRP renovator may do an official "Cleaning Verification Procedure" to release the job back to the occupant.

On HUD Section 8 job several dust wipes performed only by a dust wipe technician, Lead Inspector or Risk Assessor must be performed sent to a lab and the result proven to be <40 micrograms/square foot lead. If not then the contractor must reclean and pay for more lab dust wipes until the job meets the HUD requirement.

3. Under EPA there is no prohibition to work on a windy day as long as you can meet containment.

On HUD Section 8 job you must shut down the job on a windy day (>20mPH).

4. Under EPA you are required to meet RRP rules only if disturbing more than 6 square feet.

On HUD Section 8 job you have to invoke HUD RRP rules if disturbing more than 2 square feet. There are several more restrictions. HUD Section 8 jobs are always more restrictive in their rules. Extra RRP costs would be at easily be a several hundred dollars and perhaps very significantly more.

In an increasing rent situation the tenant could be subject to an eviction while Section 8 doesn't pay the increase:

f. Need housing authority approval to raise rents, and there are limitations on rent increases based upon what is allowed by HUD. Would a landlord be restricted in raising rent? Or at least delayed in raising rent while the Section 8 tenant attempts to find something else? Section 8 would not pay the extra leaving the tenant to be evicted while looking for another place.

g. Sec 8 is funded by what has been often been a dysfunctional Congress. Who knows what they will continue to fund.

## HB1291 Testimony

- h. Landlords should not be forced to have too many sec 8 tenants, if funding is reduced the landlord could face financial ruin.
- i. This will open all our rental properties to having to be up to government (HUD) codes including at least annual inspections, not just creased code requirement may cost.

The bill gives people on sec 8 & any type of housing assistance greater rights than people who work and pay rent from their paychecks.

This is a terrible bill and significantly worsens the affordability issue in NH.

Please vote this bill Inexpedient To Legislate and kill the bill.

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I am writing asking you to vote HB1291, Section 8 Becoming A Protected Class Inexpedient To Legislate.

I live in Stratham and my small business owns to multi-family buildings (13 units total) in Dover which I manage. I understand that we have a housing shortage and it is difficult for all tenants to find affordable housing and even more difficult for those with Housing Choice Vouchers. However, I do not believe HB 1291 will solve this problem. The unintended consequences will drive rents up further and continue the trend of building luxury units and renovating current more affordable options into luxury units.

With each mandate that comes down from local, state, and federal levels limiting a landlord's ability to screen and choose tenants, while following the law, that make financial sense, implementing eviction moratoriums, forcing landlords into HAP contracts, etc. there will be less and less landlords that stay in this small business or enter into this small business.

HB1291 takes a voluntary program and forces landlords into a contract with the government because we would have to sign a 12 page HAP contract which supersedes the landlord's lease. NH has many laws like the bed bug law that has protections for both tenants and landlords where both sides compromised. Forcing a landlord into a 12 page HAP contract is not such a law. I have read this contract many times and even still find parts that I have missed such as Part B 2 c stating the lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract) which I hadn't done. This contract is burdensome and has many potential costly impacts for a smaller landlord.

We always hear that Section 8 vouchers are guaranteed income, but it seems recently there have been several threats of federal government shut down which would shut off or delay rent payments. If that happens, my bank will still expect the mortgage payment on time. Section 8 has the ability to pay the landlord late without repercussion. In fact, you are forced to sign the HAP contract stating the landlord is not allowed to evict the tenant for failure of the housing authority to pay rent. Part B 4 b gives multiple ways the housing authority "may" terminate the HAP contract and stop payments to the landlord.

Each year I renew or shop building insurance, I am asked about tenants that are Section 8, college students, and pets. Insurance companies have indicated having above a certain amount of voucher holders/college students and/or various pet breeds will increase building insurance rates, possibly result in dropped coverage and/or impact the ability to get insurance on the buildings.

The requirement of inspections can lengthen the vacancy time costing the landlord loss of income compared to non-voucher prospective tenants ready to move in immediately. The housing authority has to approve rent raises and proper paperwork and timelines stated in the HAP contract must be followed.

I have been a landlord for 10 years. One building had a tenant with a Section 8 tenant living there at purchase.

Here was my experience:

## HB1291 Testimony

- consistent issues with tenant threatening my landscaping company
- a non-working vehicle with no tire in the parking lot due to lack of funds to repair or move
- issues with another tenant
- police called to building consistently
- tenant did not move even after an extension was given for additional time to find a new place to live after notice to vacate due to renovating unit
- hired an attorney to file 7 day and a 30 day eviction
- 7 day eviction was granted but took 45 days from start to sheriff lock out
- 2 tenants in the building broke their lease and fled in fear losing their security deposits
- another tenant also left at the end of their lease to get out of the building
- I did not enter the building without at least one person knowing I was entering the building and checking back in when I was out safely and at times took someone with me due to concern for my own safety
- upon receiving possession back it turned out the barbell had been being dropped in the hallway causing two matching holes in the sub flooring
- police were called as we packed up the apartment contents multiple times for unmarked pellet guns, drawers full of fireworks, drugs, and a partially pried open safe

Another tenant received a housing choice voucher during the tenancy.

Here was my experience:

- tenant continued to smoke indoors even though that was against the lease
- allowed someone to move in violating the HUD contract
- without proof of the person living there not much could be done until that person damaged the building and the police arrested the person, pressed charges and the judge awarded restitution for the damage and no trespass orders were placed on that person
- after several repairs were needed, it was determined the unit really needed a renovation
- due to the nicotine, I needed to wear a respirator while cleaning to prepare for repairs and paint
- tenant's friend that damaged the sign returned and tried to steal furniture from the back yard
- hired a security company to install outdoor cameras

These 2 experiences were far more costly financially for the business and multiple tenants that broke leases fleeing in fear and stress wise for myself, tenants that fled in fear and tenants that stayed through it. With tenants that don't have vouchers and things go south such as cockroaches or bedbugs where they don't comply with pest mitigation requirements or escalating issues with neighboring tenants, or drugs/overdoses, I have successfully been able to allow tenants to end their leases early and vacate in lieu of filing eviction. This allows the tenant to avoid an eviction, keeps lease following tenants from breaking leases and fleeing, and is less costly for the business which ultimately impacts keeping rent amounts from rising excessively to cover more vacancies, higher damage costs, and attorney fees.

By making Section 8 a protected class, does this mean that if I have two prospective tenants, both similarly qualified, that I may be open to a discrimination lawsuit should I choose to rent to the one that does not receive rental assistance? And does it mean that I must accept Section 8 recipients (assuming equally qualified) which in turn means I must enter into a contract with HUD even if I do not desire to do so? That is essentially the government forcing me to enter into a contract with the government whether I want to or not.

In the past few years landlords have asked for the ability to charge up to 2 months security deposit and NH legislators have voted against that. Allowing landlords to charge higher security deposits may be one way to get more small landlords willing to accept vouchers since there is more money available to cover the increased damages caused by both of my Section 8 experiences compared to the majority of units returned at the end of tenancy.

**I strive to be a responsive landlord that follows the laws and offers clean, safe units that are not the cheapest or the most expensive. If HB 1291 were to pass and landlords were also required to accept pets which was before the legislature last year, I can honestly say I would have to think long and hard about staying in this business or selling at the current high real estate market. I believe anyone purchasing would upgrade/convert to luxury units and 13 more units would become unaffordable. The current housing crisis will not be solved with HB 1291. Please vote HB 1291 Inexpedient To Legislate and instead look into ways to entice more landlords to participate in the Housing Voucher**

HB1291 Testimony

**Program or incentivize builders to build more affordable housing options and not just luxury units.**

Thank you,  
Cheryl Ewart  
Peak Rental Holdings, LLC  
[peakrentals@comcast.net](mailto:peakrentals@comcast.net)  
603-475-9245

Home Residence: 7 Smith Farm Road Stratham, NH  
Managing Member of 2 multi-family buildings in Dover, NH (total of 13 units)

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I live in Portsmouth ,rent a single family residence ,do not participate in Section 8 and am opposed to this bill because it seeks to make one's economic status a civil right.

The purposes of RSA 354-A as spelled out in sections 6, 8, 10 and 16 are to protect civil rights by preventing discrimination in housing accommodation on the basis of age, sex, gender identity ,race ,creed, color, marital status ,familial status ,physical or mental disability, national origin or sexual orientation.

Discrimination is defined as treating someone as inferior or different based on his/her characteristics.

Economic status is not a characteristic as are those set forth in RSA 354-A -6,8.10 and 16 and therefore not a civil right and entitled to protection.If it becomes one it will open the door to claim that other things such as credit history, references and pet ownership are also civil rights which cannot be considered by landlords in deciding whether or not to accept a tenant.

For these reasons I urge you to deem this proposal Inexpedient to Legislate.

Thank you for your consideration.

Charles A. Griffin

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Should ask landlords why they don't want Section 8. Who cleans up and fixes the damages? The Section 8 vouchers essentially have HUD controlling your properties with paperwork, inspections and does not screen the tenants nor is HUD responsible for any unpaid rent or damages to the property.

I hope the committee understands the seriousness of this Bill and the impact on our very limited housing at this time.

Sincerely  
Jeannine Richardson  
66 Jessica Dr  
Merrimack NH 03054  
[Jstergios@comcast.net](mailto:Jstergios@comcast.net)  
Phone 603-424-6009

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Dear Representatives,

I am a small landlord. I am strongly against being forced into a contract controlled by the Federal government. I want to continue writing my own contracts in my business.

Please vote NO on HB1291 - prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.

HB1291 Testimony

It should be made Inexpedient To Legislate , please kill the bill.

This bill would open up discrimination lawsuits to landlord of all sizes and handicap my ability to screen for good tenants. I focus on providing a safe, quiet enjoyment for all tenants at the property. If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

HUD writes and enforces it's own rules on lead abatement which overrule the state's lead abatement rules. We have no say in the content of these rules.

HUD's rules force my ENTIRE building to be under their contract if just one unit has this designation.

Lines 6 – 13 mean a landlord lord could not screen a Section 8 applicant for bad landlord references, eviction records, criminal activity, sexual offender, or bad credit.

The bill does nothing to increase the supply of housing, that's what should be getting ALL your effort. Since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, landlords will seize this as incentive to raise rents...that will result in FEWER AVAILABLE apartments for voucher holders.

Sincerely,

Mark Lord  
Northwood

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Please vote to kill bill 1291.

This bill has many faults, and is very incomplete as written. This bill is unfairly over weighted towards tenants, thus forcing landlords to comply with policies and procedures that they may not be able to keep up with in regards to time and money - or be subject to law suits for breaking the law. Many landlords do not have buildings that will pass required inspections, nor the time and money to keep up with the recurring inspections.

I would be forced to intentionally charge MORE that section 8 housing limit in order to avoid renting to section 8 tenants because of these forced upon rules. This will begin a price run away on rental housing.

Being able to choose a tenant based on behavior history and income is being dissolved. Section 8 is voluntary. A voucher holder understands in advance that a voucher will only be valid at participating units.

Further details of faults of this bill:

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Government would be forcing private citizens into contracts they disagree with & have no say in: If an applicant meets normal screening criteria then the Section contract would be forced on the landlord. The government should not be in the business of compelling private citizens (isn't this coercion) to enter into contracts with which they disagree and have no say in. A government requiring

private citizens to participate in a government program is a slippery slope. If it isn't unconstitutional or illegal, it should be.

If this passes, NH will be ceding control over property rights to a federal bureaucracy rendering parts of RSA 540 void.

If you have an existing tenant that finally makes it to the top of the Section 8 waiting list you would be FORCED to accept the Section 8 program or be guilty of discrimination.

## HB1291 Testimony

In this case, it is clear that HB1291 would force the landlord into signing the HAP contract, a government contract which they have no say over.

We have an undeniable history of government agencies over reaching their authority, doing everything they can to avoid rulings of the court, with out regard to the lives and businesses they are affecting.

Section 8, Voucher Choice, program was strategically designed to be voluntary:

HCV contracts and supporting legislation is complex and restrictive, something that many landlords find unacceptable. From the beginning, the Section 8, Voucher Choice, program was strategically designed to be voluntary. It should stay voluntary as originally designed.

Extra costs will naturally drive up rents further on all tenants:

Potential forced rent price war:

There is an entire host of issues with the Section 8 contract that would be forced upon a landlord. The bill would naturally lead to landlords that are experienced business persons to raise rents above the Section 8 allowance. Section 8 may then raise their allowance. Now there is rent price war.

Do we really want to force a large rent increase at this time?

Fix the Section 8 program, don't force its issues upon NH:

The bill is a misguided solution to Section 8 issue.

Presently a good number of landlords accept and many do not accept the Section 8 program.

The issue is sometimes a tenant receiving Section 8 assistance contacts a landlord who does not accept the Section 8 program. The landlord doesn't accept the program because it is essentially bad for landlords and costs more time and money.

There are many reasons why a landlord would choose not to participate in the program.

Tenant quality issues, difficulty with administering rent increases, added oversight regarding property inspections and the demand to repair tenant damage without compensation are a few. If the Housing Authorities want landlord participation, they should speak with landlords about why participation is a challenge and address those concerns.

Instead of working to make the Section 8 program more palatable to landlords, HB1291 attempts to solve the issue by making it illegal to discriminate based on Section 8.

In plain words, rather than fix the program, HB1291 attempts to ram the program, as is, down landlord's throat.

The bill does not fix the real issue which is a shortage in housing supply:

Two of the likely reasons for this bill is that section 8 people are having trouble obtaining apartments and that the sponsors believe that if the section 8 people move into better areas, they and their children will do better. However, the shortage of apartments in New Hampshire is state wide, and the bill does

nothing to increase the supply. Note that people have 60 days to locate an apartment that can be extended up to 120 days.

Also, since the bill exempts apartments that are renting for more than the amount allotted by the housing authorities, it will give landlords more incentive to raise rents which will result in less apartments being available to voucher holders. In regard to the second reason, there is no exemption for the number of units that a landlord must rent to section 8 voucher holders. It could result in two or more units in a small building, such as a 3 or four unit building being rented to voucher holders, thus defeating the purpose of the bill.

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Some insurance companies won't write insurance if Section 8 is more than 20%-50%.

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## HB1291 Testimony

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(a) The rent charged for the dwelling is above that which the housing authority which administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same as the landlord charges tenants for a comparable unit in the same building or housing development; or

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To protect yourself from discrimination suits you will be likely need to give preference to accept Section 8. You will not be allowed to deny someone your apartment if they have bad landlord references or bad credit if those references and credit are "caused" by domestic violence, sexual assault, or stalking. Maybe this could be stretched to say the reasons that cause a tenant to be eligible for Section 8 are the reasons for their bad credit. If so landlords could not refuse a Section 8 tenant because of their bad credit. Could that be extended to say they could not be refused because of bad past rental payments?

Section 8 as a protected class was attempted previously and failed:

The prevailing opinion revolved around a landlord being forced to enter into a multi page contract with the government backed up by hundreds of pages of supporting regulation with no say in the content of the contract which is naturally weighted heavily in favor of the government and not the landlord.

No allowance for resident landlords:

Unlike other law, the bill fails to make an allowance for resident landlords. (Restricted v. non restricted)

At any time HUD & the federal government writes new rules that are forced onto landlords with no say in the matter:

HUD writes its own rules, "from on high", that landlords have no say in. For instance. during the pandemic, and still now, HUD has overruled NH law by requiring a 30 day eviction notice for non-payment. NH law is 7 days. (note that the loss of 23 days rent is a 6.3% rent increase promulgated by the Federal government, Does NH want HUD to dictate rent increases to us?). Further it is understood that during the federal moratoriums if an owner had one section 8 tenant in a multiunit building then the entire building was a "covered property" not just the one unit. This meant for a time HUD had control over writing rules for the entire building that the owner had no say over. Federal COVID rules imposed unreasonable restrictions on landlord (i.e. extended eviction moratorium) not imposed by the state. It is not right to force landlords into such an alliance.

To this day, because of the CARES act, if you have one Section 8 tenant in your 8 unit building then

## HB1291 Testimony

it can be interpreted that the landlord must follow HUD eviction rules, not state rules, on every tenant.

Landlord is at the mercy of the section 8 inspector and unreasonable renovations:

Once a voucher holder is in a building the landlord is at the mercy of the section 8 inspector. One landlord member writes:

"I was recently ordered to replace a \$4000 kitchen floor that the tenant had damaged."

You see HUD would require that the landlord pay for damages caused by the tenant.

Another was asked to repave a large parking lot because it had several cracks.

Another was not allowed to remove a large "third" egress staircase which nobody used at the cost of thousands of dollars.

HUD writes its own lead abatement rules which would have to be followed:

Did you know that HUD writes and enforces its own rules on lead abatement that overrule the state's lead abatement rules? Landlords have no say in the content of these rules.

The Section 8 program comes with much increased regulation, administration, & increased costs:

There are valid reasons why a landlord would not want to accept Section 8.

Primarily because of the large and increasing amount of regulatory scrutiny that surrounds it. A landlord should not be forced to accept these regulatory standards which can be onerous, especially in older structures.

The section 8 program is not just a choice voucher. It has many strings attached.. It creates additional burden, cost and risk on landlords, especially small landlords with older properties.

Also, in a more extreme case, a landlord might not trust the section 8 housing authority to fund payments (credit risk), ie in a government shutdown, etc.

Section 8 Lease: Actually there is a lease & a contract. The landlord and tenant come to agreement on whatever is their normal lease AND the Section 8 program requires a separate contract called the HAP contract, Housing Assistance Payments, between the owner and the Housing Finance Authority.

This HAP Contract is called loosely the Section 8 lease but that is technically incorrect.

Many provisions of the Section 8 HAP contract are troublesome, illegal or believed to be unconstitutional.

See HAP contract here: [https://www.hud.gov/sites/documents/DOC\\_11737.PDF](https://www.hud.gov/sites/documents/DOC_11737.PDF)

A. Part A section 7, The housing authority can and does change the amount of monthly assistance during the term of the contract. This happens when the tenant's household income varies. It causes extra book keeping and errors tracking the ever changing rental split between housing and tenant.

B. Part B section 2 c. The lease between the landlord and the tenant must include word for word all provisions of the tenancy addendum required by HUD. This is 4 pages of small print legalese.

If a landlord fails to do this, the landlord will not receive rent from the housing authority until the lease is amended to conform to this requirement. Something people without a legal background could miss.

C. Part B section 4b(2). The housing authority (PHA) ""may terminate payments for any grounds authorized in accordance with HUD requirements."" The problem is that if the family does something like drugs, and the landlord is evicting, the housing authority could cut off funds for the landlord, and since the family is poor or they would not be receiving section 8, the landlord would not have anyone to go after for lost rent.

D. Part B section 4 b (3) If the family moves the HAP contract terminates automatically. So if a family breaches the lease, as is a ""midnight move out"", the lease is meaningless and the authority can stop paying.

E. Part B section 4 b (5) The HAP contract can be terminated if the PHA determines per HUD requirements, that there is insufficient funding to support the continued assistance. Here HUD itself shows it has funding concerns .

F. Part B section 4 b (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide. So, no rent but how do we get rid of the live-in aid, and who has to incur the lost rent while the live-in aid is being evicted?

G. Part B section 10 a (2) it is a breach of the HAP contract if the owner has violated any obligation under any other HAP contract. So, for landlords with multiple buildings, if there is a problem in one



## HB1291 Testimony

building that is a breach then all section 8 payments could stop. With one very bad tenant, who lies, this could be a major problem

Also subparagraph (5) it is a breach if the owner engaged in any violent criminal activity. So, no defending yourself against a tenant who threatens you with bodily harm. This applies to all tenants and not just the section 8 ones.

H. Part B section 11. (a, b, and c but particularly b) The owner has to give ""full and free access"" to HUD, PHA, and the Comptroller General any and all information, records, computer files, accounts that are relevant to the HAP contract. HUD HAS DECIDED THAT THEY DO NOT HAVE TO COMPLY WITH THE FOURTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES. (Illegal search and seizure or need for probable cause).

If someone wants to challenge this, then they are in breach of the HAP contract and rent stops. (You do what we want or we will bankrupt you).

I. Part B section 13. Any public official, members of a governing body, or State or local legislator, who exercises function or responsibilities with respect to the program can not participate in the program. So, public officials will be barred from being landlords if HB1421 passes and landlords should not participate in government to avoid this provision. (Although this provision can be waived by HUD)

J. Part B section 14. (a) PHA can keep the sale of the property from going through by refusing to let the new owner take over the lease.

K. Part B section 14 (e) PHA will not allow assignment of HAP contract, sale of property, to an immediate relative.

L. Part C section 5 (d) Owner cannot evict tenant for failure of the PHA to pay rent which gives PHA Tremendous leverage over the owner.

M. Part C section 8 (e) 1 & 2 The apartment can be destroyed & all neighboring tenants harassed & endangered but the owner cannot evict if it's connected with Domestic Violence.

Perpetrators allowed back in by victim.

Many times the victims allow the perpetrator into the new apartment. Are other tenants to be in danger if new tenant who is victim of DV lets abuser back into their living space? What if one of the tenants are harmed by the perpetrator. Can the landlord now be held somehow liable because the landlord could not do anything to eliminate the perpetrator?

If this happens, landlords have limited ability to evict unless they are witnesses to new abuse or disturbance of the peace. The eviction requires a 30 days notice plus all the time the courts take so it could take 2 to 3 months at a minimum to evict the perpetrator. Mean time all the other tenants in the building who are subject to the fights, generally are reluctant to call police, and may move on account of

the continued problem. Now the landlord is only left with the troubled unit and will likely have trouble rerenting because of the troublesome unit.

The Section 8 program is more costly for landlords:

Section 8 tenants are more costly for landlords although landlords by HUD rules can not charge more for them.

a. more paper work. The Section 8 lease and contract is very large with an extreme number of clauses. This means the landlord will have to except all the provisions that this government body dreams up and the landlord as no control over.

b. must take time for initial inspection

c. must take time for annual inspections

d. there are annual financial reviews of the tenants if not more often, which changes the amount paid by the housing authority and the tenant. Increases bookkeeping time and chances of errors.

e. More regulations, and different standards such as with lead paint renovations which would now have to meet more stringent HUD rules.

A two week delay because of inspections and administration is a  $\frac{2}{52}=3.8\%$  loss, a few hundred dollars. An extra renovation could be hundreds and in a few cases thousands of dollars.

Did you know that having a housing assistance tenant forces you to follow HUD RRP rules instead of EPA RRP rules. The HUD rules are more restrictive and expensive to follow which will absolutely increase your expenses and create more vacancy. Some of the extra HUD RRP rules:

HB1291 Testimony

1. Under EPA you can have one RRP certified worker supervising other works. On HUD Section 8 job ALL workers must be RRP certified.

2. Under EPA the RRP renovator may do an official "Cleaning Verification Procedure" to release the job back to the occupant.

On HUD Section 8 job several dust wipes performed only by a dust wipe technician, Lead Inspector or Risk Assessor must be performed sent to a lab and the result proven to be <40 micrograms/square foot lead. If not then the contractor must reclean and pay for more lab dust wipes until the job meets the HUD requirement.

3. Under EPA there is no prohibition to work on a windy day as long as you can meet containment.

On HUD Section 8 job you must shut down the job on a windy day (>20MPH).

4. Under EPA you are required to meet RRP rules only if disturbing more than 6 square feet.

On HUD Section 8 job you have to invoke HUD RRP rules if disturbing more than 2 square feet.

There are several more restrictions. HUD Section 8 jobs are always more restrictive in their rules.

Extra RRP costs would be at easily be a several hundred dollars and perhaps very significantly more.

In an increasing rent situation the tenant could be subject to an eviction while Section 8 doesn't pay the increase:

f. Need housing authority approval to raise rents, and there are limitations on rent increases based upon what is allowed by HUD. Would a landlord be restricted in raising rent? Or at least delayed in raising rent while the Section 8 tenant attempts to find something else? Section 8 would not pay the extra leaving the tenant to be evicted while looking for another place.

g. Sec 8 is funded by what has been often been a dysfunctional Congress. Who knows what they will continue to fund.

h. Landlords should not be forced to have too many sec 8 tenants, if funding is reduced the landlord could face financial ruin.

i. This will open all our rental properties to having to be up to government (HUD) codes including at least annual inspections, not just current building code.

Who knows how much and increased code requirement may cost.

The bill gives people on sec 8 & any type of housing assistance greater rights than people who work and pay rent from their paychecks.

This is a terrible bill and significantly worsens the affordability issue in NH. Please vote this bill Inexpedient To Legislate and kill the bill.

Jonathan Hill <[jonathan-hill@comcast.net](mailto:jonathan-hill@comcast.net)>

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Dear House Members;

I am Paul Conway. I own 12 units in Manchester. Please vote to kill HB1291. Five of my twelve tenants ARE on section 8. I have had good & bad experiences with section 8 tenants. If this passes, I will be forced into contracts that I do not want to enter into. My right to choose will be taken away from me. Does not the Constitution guarantee my right to choose? Please kill this bill!

Sincerely,

Paul Conway

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*To Whom It May Concerned,*

*As small business owner I would like to express my concern regarding those bills which up for discussions some of those bills will effect my business operation in a negative way. I would like to ask committee to take into consideration my choices.*

*Thank you for your consideration and attention on this very important matter.*

**HB 1291- AGAINST**

Gosia Bielecki [gosiak69@yahoo.com](mailto:gosiak69@yahoo.com)

## HB1291 Testimony

I am a lifelong Democrat. I live in Madbury with my husband Brian. We are landlords. We have one unit over our garage that we rent out to help us meet the costs of our mortgage and property tax. It also helps us meet the out of pocket costs for a genetic neurodegenerative disorder that I have.

Prior to becoming disabled & unable to work, I worked as a Family Practice nurse at a Federally Funded Health Care Center. There are many prospective voucher holders who will call any landlord who has an opening, and when they are turned down, it is often because the landlord is legally not allowed to take them. This is not discrimination, it is following the law. As far as I can tell in this bill, what you have is the opinion that these people were discriminated against. You do not have a proven fact. Additionally, a voucher is not the same as cash. It is the promise of a portion of a payment.

Furthermore, there are no provisions for Resident Landlords in the Bill. We are not the same as Rental Property holders. Many Resident Landlords were left out of the CARES act, and during the Eviction Moratorium, they had no income coming in from their property (In some cases, this is the person's sole job.) Nation wide, half of all landlords are Mom & Pop operations. They own no more than 4 units. Roughly 75% of them own only one unit.

During the eviction moratorium, my husband was laid off. He worked five part time jobs to help keep a roof over our heads. Many other resident landlords had similar situations. Rents are rising all over now because these people cannot afford to be mom and pop landlords any more. This does not bode well for the future of affordable housing. Many people were deprived of their livelihoods and I cannot see anywhere in the state where this cause is being taken up. I suggest it to you as an area of investigation to see how you might help.

There are other problems with the bill. The two exceptions. The first, that a landlord can deny tenancy to a voucher holder if the unit does not meet the standards set by the fed gov. Beyond a doubt, this will encourage some landlords to not maintain their properties as they otherwise might. Given the nature of the housing crisis, they will still be able to let them out at high prices.

The second exception is if the price of the unit is over and above what the voucher will pay for, provided that the landlord charges that price for all units they hold. This will encourage statewide rental hikes. If all I have to do is raise my rates so that I don't have to be forced into a government contract that I have no say in, I will raise my rates. Everyone will.

Sincerely,  
Lindsay

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Lindsay M. Raynes, RN, B.A. M.Ed.  
[lraynes@gmail.com](mailto:lraynes@gmail.com)  
(603) 534-5800

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Hi there,

I am small ( part-time) apartment building owner. Below you will find more details (pictures) regarding bills which are targeting small business owners like myself. In my humble opinion at this point we have to many regulations to much government involvement and control. This is not business friendly policy. Small business performs best when is less regulation and if regulations are simple and business friendly. Small business is bread and butter of this country and economy. Too many restrictions are destroying middle class and small businesses in this country. When big corporations are gaining more and more control. This is very unhealthy for our country. This needs to be stopped immediately. The middle class is the most important part of well preforming economy. All those restrictions and regulations are direct attack on a middle class and their small business . Without middle class and small business owners there is no healthy economy and free country. There will be only big corporations and government control.

Current government control is causing USA economy to collapse and is making USA a third world country. We need to STOP this and the best place to STOP this is on a local level. I am asking all of you to oppose those bills which are not business friendly do more harm than good.

HB1291 Testimony

***HB 1291-AGAINST***  
***HB 549 - FOR***  
***HB 1408 - AGAINST***  
***HB 1642 - AGAINST***  
***SB 217 - AGAINST***  
***HB 1107-AGAINST***  
***HB 1133 -AGAINST***  
***HB 1216-AGAINST***  
***HB 1200 - AGAINST***  
***HB 1402 AGAINST***  
***HB 160 - AGAINST***  
***SB 269 - FOR***  
***HB 550 - AGAINST***

Kind regards,

Jay Bielecki

**Archived:** Wednesday, March 16, 2022 10:39:02 AM  
**From:** [Thomas Toye](#)  
**Sent:** Wednesday, January 19, 2022 11:01:27 AM  
**To:** [~House Judiciary Committee](#)  
**Subject:** Property Manager Against HB 1291  
**Importance:** Normal

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Dear Chair Gordon and Members of the House Judiciary Committee,

I am writing today in opposition of HB 1291.

I will keep my commentary brief as I am sure that you will have a busy hearing today with input from both sides of the argument.

I am the owner of a Property Management Business that has served New Hampshire since 2004. Our office oversees more than 1500 rentals and we DO work with the Section 8 housing choice voucher program.

We take our role as property managers seriously and while our fiduciary responsibilities are to the property owners, we consider the renters to be our customers. When it comes to "Leasing" it is our job to paint a picture of responsibility. This picture includes multiple puzzle pieces including income/assets, credit, references, respect, & communication. When qualifying an prospective renter with a Housing Choice Voucher, the voucher is evaluated as a part of their income... It is important to provide property owners/managers with appropriate discretion over their qualification criteria. Remember, private housing providers are in the business of keeping their properties fully occupied with residents who not only pay their rent, but are respectful.

The Housing Voucher problem is not broken. The lack of innovative zoning among the states communities and affordable housing tax incentives is where improvements need to be made.

Lack of density, square footage minimum requirements for apartments that are outside of market demand, unreasonable minimum square footage requirements for new home developments, and unrealistic dimensional standards for development of new mobile home parks all contribute to "poverty zoning". All of this on top of increasing life safety standards and energy code requirements (Increased Construction \$\$\$)..

Thank you for the work you do and your contribution to the State of New Hampshire.

Respectfully,

Tom


Thomas A. Toye IV  
Owner/Broker/Realtor

[Arthur Thomas Properties, LLC](#)  
10 Durham Road  
Dover NH 03820

Office: 603.413.6175  
Direct 603.617.4181

Arthur Thomas Properties would love your feedback. Post a review to our Google profile.

<https://g.page/ArthurThomasDover/review?rc>

**Archived:** Wednesday, March 16, 2022 10:52:05 AM  
**From:** [Tim McKernan](#)  
**Sent:** Wednesday, January 19, 2022 11:10:32 AM  
**To:** ~House Judiciary Committee; Lisa Beaudoin; Leah Stagnone  
**Subject:** Testimony- Please support HB 1291  
**Importance:** Normal  
**Attachments:**  
[HB 1291 ABLE NH testimony support.pdf](#) 


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Dear Chairman Gordon and members of the House Judiciary Committee,

I submit this testimony on behalf of ABLE NH, its board of directors, and members. Thank you for your careful consideration of this issue, which is of great importance to New Hampshire individuals and families affected by disability. Please find the attached letter.

Sincerely,

Timothy McKernan  
Director of Policy and Advocacy  
ABLE NH  
(603)660-0438  
[www.ablenh.org](http://www.ablenh.org)

**Archived:** Tuesday, March 15, 2022 11:50:26 AM  
**From:** [Todd Marsh](#)  
**Sent:** Wednesday, January 26, 2022 12:49:34 PM  
**To:** ~House Judiciary Committee  
**Subject:** NH Local Welfare Administrators Association HB 1291 2022  
**Importance:** Normal  
**Attachments:**  
[NHLWAA Support of HB 1291 2022.pdf](#) 

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Dear Honorable Chair Gordon and Committee Members,

The NH Local Welfare Administrators Association (NHLWAA) is a professional non-profit organization that educates and supports our municipal members to foster compliant, humanitarian and fiscally responsible assistance practices when assisting residents with NH RSA 165 statutorily obligated basic needs.

NHLWAA respectfully submits the attached letter as testimony to support HB 1291, as its passage is reasonable to landlords, increases methods of housing payment fairness, increases housing options for residents statewide and is fiscally responsible to municipal property taxpayers.

We hope our shared information is helpful and urge you to support HB 1291 for the cost savings and humanitarian reasons provided in our attached letter of testimony. We are available to answer any questions you may have.

Respectfully yours,

*Todd M. Marsh*

NHLWAA President

603 332-3505

[info@nhlwaa.org](mailto:info@nhlwaa.org)

[Todd.Marsh@RochesterNH.Net](mailto:Todd.Marsh@RochesterNH.Net)

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HB 1291 - AS INTRODUCED

2022 SESSION

22-2659

08/05

HOUSE BILL            **1291**

AN ACT                prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.

SPONSORS:            Rep. Kenney, Straf. 6; Rep. Chase, Straf. 18; Rep. Horrigan, Straf. 6; Rep. M. Smith, Straf. 6; Rep. T. Smith, Hills. 17; Rep. Wilhelm, Hills. 42; Rep. Grossman, Rock. 18; Sen. Rosenwald, Dist 13; Sen. Watters, Dist 4; Sen. Soucy, Dist 18

COMMITTEE:          Judiciary

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ANALYSIS

This bill prohibits discrimination against tenants holding certain vouchers for purposes of renting dwellings.

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Explanation:          Matter added to current law appears in ***bold italics***.  
Matter removed from current law appears ~~[in brackets and struck through.]~~  
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Twenty Two*

AN ACT prohibiting discrimination against tenants holding certain vouchers for purposes of renting dwellings.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1 1 New Paragraph; Unlawful Discriminatory Practices; State Commission for Human Rights.  
2 Amend RSA 354-A:10 by inserting after paragraph I the following new paragraph:

3 I-a. To refuse to rent or otherwise make unavailable, or deny a dwelling to any prospective  
4 tenant on the basis that he or she is a participant in the Housing Choice Voucher Program operated  
5 pursuant to 42 U.S.C. 1437f, provided that no person shall be deemed to have violated this  
6 paragraph if the reason for denying the prospective tenant, or making the dwelling unavailable, is:

7 (a) The rent charged for the dwelling is above that which the housing authority which  
8 administers the voucher can lawfully approve, and the rent charged for the dwelling unit is the same  
9 as the landlord charges tenants for a comparable unit in the same building or housing development;  
10 or

11 (b) The housing authority determines that the dwelling fails to meet the Housing  
12 Quality Standards promulgated by the United States Department of Housing and Urban  
13 Development as codified in 24 C.F.R. 982.401.

14 2 Effective Date. This act shall take effect July 1, 2022.