

Housing Choice Voucher Landlord Certification of Responsibility

Department of Community Affairs

RE: _____

Street Address of Assisted Unit

City

State

Zip Code

I understand and agree to the following:

1. I am the owner of the above referenced unit or I represent its legally designated management entity. If the unit is a single-family or duplex dwelling, or multi-family complex with four units or less I will provide proof of ownership. Acceptable documentation is a copy of the property deed or a current tax record. If the property is managed by a third party a copy of the fully executed management agreement and the social security or tax identification number of the management entity is required for single family or duplex dwellings or a multi-family complex with four units or less. I also certify that the tenant has no ownership interest in the unit.
2. I will comply with equal opportunity requirements. I understand this compliance requires that I not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. If a family with a disability requires an accommodation such as an accessible feature or modification to the property, I will provide such accommodation unless doing so would result in an undue financial burden. I further agree to allow participants to have assistance animals and support animals, even if I maintain a no pet policy. I understand that I am not entitled to a pet deposit under these circumstances.
3. I should screen the family for suitability, including the family's background with respect to such factors as rent and utility payment history, caring for unit and premises, respecting the rights of others to the peaceful enjoyment of their housing, and drug-related and criminal activity that is a threat to the life, safety, or property of others.
4. I may collect a security deposit from the tenant that is not in excess of private market practice, or of amounts that I charge unassisted tenants.
5. I must offer the same lease as any I use for unassisted tenants, and I must ensure that it complies with state and local law. DCA will only review my lease to ensure that the HUD required items are included.
6. The family members listed on the Housing Assistance Payments (HAP) Contract are the only individuals permitted to reside in the unit. Except for the birth, adoption, or court-awarded custody of a child, DCA and I must grant prior written approval for other persons to be added to the household. I am not permitted to live in the unit while receiving HAP Payments.
7. I agree to comply with all requirements contained in the lease, tenancy addendum, Housing Assistance Payments Contract, parts A, B, and the Lease Special Stipulations and fully understand the terms and conditions of these forms.
8. I must submit to the tenant for their consideration and to DCA for review any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease or lease revision.

9. I must provide DCA and the tenant with a written request for any rent increase a minimum of sixty (60) days in advance of the increase and in accordance with the provisions of the lease and HAP Contract.
10. The tenant's portion of the contract rent is determined by DCA and it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been approved by DCA.
11. The owner (including a principal or other interested party) is not the parent, child, grandparent, sister or brother of any member of the assisted family. DCA may grant prior written approval if the unit will provide reasonable accommodation for a family member who is a person with disabilities.
12. I may not assign the HAP Contract to a new owner without the prior written consent of DCA. I must complete the DCA Transfer of Payments Form to have the Housing Assistance Payments (HAP) transferred to the new owner, agent, or entity.
13. I must advise DCA and the tenant, in writing, within 15 days of being notified of pending foreclosure of this property.
14. Failure to perform necessary maintenance so the unit complies with Housing Quality Standards can result in abatement of my Housing Assistance Payments. I may not terminate tenancy because of abatement, and I may not collect same from the tenant.
15. I will notify DCA in writing immediately if the unit becomes vacant, and I understand that the HAP Contract terminates and that payment ceases when the family moves out.
16. I should attempt to work out disputes with the tenant, and I will contact DCA in writing only in serious matters that we are unable to resolve.
17. I must provide the tenant and DCA with a written notice specifying the grounds for termination of tenancy at or before the commencement of the eviction action as well as a copy of the eviction notice. I must comply with all state and local eviction procedures.
18. I must notify DCA immediately in writing of a change in contact information, such as address, phone number, e-mail, or banking information. Failure to do so may interrupt correspondence such as unit inspection repair letters, and may delay delivery or electronic transfer of assistance payments.
19. I will provide information to authorize direct deposit for all assistance payments, and to confirm receipt I will receive notification of deposits only via email at this address: _____
20. Knowingly supplying false, incomplete, or inaccurate information is punishable under federal or state criminal law.
21. I have been briefed on the Housing Choice Voucher Program and understand that failure to fulfill these obligations may result in withholding, abatement or termination of housing assistance payments for this unit or other assisted units, and may be cause for debarment from participating in DCA housing programs.

Signature of Owner/Management Entity

Date

WARNING: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

REV. 01/12