

CAMPBELL COUNTY DEPARTMENT OF HOUSING - OWNER/LANDLORD CERTIFICATION OF RESPONSIBILITY

Property Owner (PRINT)

Complete Address of Assisted Unit

I understand the following statements, agree that the following are true, and will comply with these requirements. 24 CFR 982.306, 307, 309, 310, 311, 312, 313, and 452 are referenced below.

The owner is responsible for performing all of the owner's obligations under the Federal Regulations, HAP contract, policies of the Department of Housing, and the lease agreement. The "owner" includes a principal or other interested party. The owner is responsible for:

1. Complying with obligations under a HAP contract Section 8 of the 1937 Act (42 U.S.C. 1437f). The owner must not commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program or engage in any drug-related or violent criminal activity.
2. Terminating tenancy for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that participates in drug-related or violent criminal activity, threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity of the premises.
3. Screening and selection of the family to occupy the owner's unit on the basis of their tenancy histories. CCDH has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy.
4. Including the HUD-required tenancy addendum to the owner's standard form lease that is used by the owner for unassisted tenants and providing CCDH a copy of any changes to the lease that the owner and tenant have agreed upon. The owner must notify CCDH of any changes in the amount of rent to owner at least sixty days before any such changes go into effect and any such changes are subject to rent reasonableness requirements. Tenant-based assistance shall not be continued unless CCDH has approved a new tenancy in accordance with program requirements and has executed a new HAP contract when there are changes in rent, utility responsibility, or any move to another unit, even within the same building or complex.
5. Executing a lease with my tenant that contains all HUD-required information and is for at least a term of one year. The rent may not be raised during the initial lease term. The HAP contract terminates when the lease terminates or CCDH terminates the owner or family's participation.
6. Giving the tenant a written notice that specifies the ground for termination of tenancy during the terms of the lease. During the term of the lease the owner may not terminate the tenancy except for any serious or repeated tenant violation, including tenant nonpayment or violation of federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or good use of the premises, or other good cause.
7. Giving CCDH a copy of any owner eviction notice, notice to vacate, or complaint provided to the tenant. The owner may only evict the tenant from the unit by instituting a court action.
8. Keeping only housing assistance payments they are eligible for. Payments may only be made when the family is residing in the unit. The owner may not accept payment for any month after the family is no longer residing in the unit. The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
9. Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

10. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance. For provisions on family maintenance responsibilities reference 24 CFR 982.404 (a)(4).
11. Complying with equal opportunity requirements.
12. Preparing and furnishing to Campbell County Department of Housing (CCDH) information required under the HAP contract.
13. Collecting any security deposit and tenant rental contribution (the part of rent to owner not covered by the housing assistance payment) from the family.
14. Collecting any charges for unit damage by the family.
15. Paying for utilities and services (unless paid by the family under the lease).
16. The tenant portion of the contract rent is determined by CCDH and that it is a violation of Federal Program Regulations to charge any additional amounts for rent or any other item not specified in the lease and which has not been specifically approved by CCDH.
17. I may not lease a unit to my family members, including all occupants, who are related to me in any of the following ways: parent, child, grandparent, grandchild, sister or brother. I understand that CCDH may grant prior written approval if the rental unit will provide reasonable accommodation for a family member who is a person with disabilities, provided a written request is submitted before the HAP contract is executed.
18. I may not assign the HAP contract to a new owner without the prior written consent of CCDH, and that I am to provide advance notice of potential transfers of ownership to CCDH.
19. I understand that should the assisted tenant vacate the unit I am responsible for notifying CCDH immediately and in writing. I also understand that the HAP contract terminates automatically when approved tenant(s) no longer resides in the unit.
20. I understand that I should attempt to resolve disputes between the tenant and myself and should only contact CCDH regarding serious disputes that the tenant and I are unable to resolve. Such information must be reported to CCDH in writing.
21. I acknowledge that I have been briefed on the Section 8 program. I understand that my failure to fulfill my obligations may result in the withholding, abatement, or termination of housing assistance payments for the contract unit or another unit; and/or barring from participation in the CCDH housing programs.
22. I understand that knowingly supplying false, incomplete or inaccurate information is punishable under federal and/or State criminal law.
23. In signing this document, I certify that Campbell County Department of Housing has made me aware that it is my responsibility to comply with VAWA. I have been advised that I can find more information regarding my responsibilities in Pub.L.109-162, the Violence against Women and Department of Justice Reauthorization Act of 2005.

Signature of Owner/Agent

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. **Additional Program Regulations, Owner Obligations, and Agency Policies can be found @ 24 CFR 982, www.campbellcountky.gov, and in the Housing Assistance Payment contract and tenancy addendum. This information is a summary of FAQs that CCDH receives from Owners and is not intended to be used as a comprehensive Program guide.**