

# PROPERTY OWNER CERTIFICATION



The Housing Choice Voucher program is a federal rental housing assistance program that is highly regulated and frequently audited. The regulations governing the Housing Choice Voucher program are found in the Code of Federal Regulations and Notices published by the US Department of Housing and Urban Development (HUD). Other requirements are found in the Housing Assistance Payments contract and the Arlington Housing Authority's Administrative Plan. Although not an exhaustive list, the following are responsibilities of participating property owners. The owner responsibilities are listed herein as a courtesy to the property owner, and as a reminder of their responsibilities as a participant in the Housing Choice Voucher program. The owner and their agent(s) including any property manager or property management firms are responsible to comply with all applicable federal regulations and Arlington Housing Authority policies and procedures.

Instructions: Please read and initial each listed responsibility. Place your signature and date signed on the 2<sup>nd</sup> page and submit completed form to the Arlington Housing Authority.

— **PROHIBITION ON LEASING TO RELATIVES / PERSONS WITH OWNERSHIP INTEREST:** I understand that it is unlawful for an owner to rent to an assisted tenant who is a member of the owner's family (parent, child, grandparent, grandchild, sister or brother of the owner, any principal, or the legally designated agent). I understand that it is unlawful for an owner to rent to a tenant that has an ownership interest in the assisted dwelling unit.

— **TENANT RENT REQUIREMENT:** I understand that it is the Housing Authority's responsibility to approve the contract rent and to determine what portion of the approved contract rent will be paid by the tenant and the Housing Authority.

I understand that it is my responsibility to collect the tenant's portion of the rent from the tenant on a monthly ongoing basis in accordance with the Housing Assistance Payments (HAP) Contract.

I understand that the Arlington Housing Authority is not a party to the lease agreement and is not responsible to pay the tenant's portion of rent. The AHA will make rental housing assistance payments (HAP) identified in the HAP contract.

I understand that requests for a rent increase must be submitted to the AHA at least 60 days prior to the date they are scheduled to go into effect.

I understand that rent may not be increased without the approval of the AHA.

— **PROHIBITION ON SIDE PAYMENTS:** I understand that any agreements between the owner and tenant must be disclosed to the Arlington Housing Authority including the lease agreement. Any agreements between the owner and tenant must be approved by Arlington Housing Authority (AHA) in advance. It is unlawful to charge the tenant and or collect any additional amounts for rent or any other item not specified in the lease and not specifically approved by AHA.

— **VAWA REQUIREMENTS:** I understand that in accordance with the Violence Against Women Act (VAWA), the AHA may terminate the HAP Contract and allow a family to transfer / relocate to other suitable housing as a safeguard and protection to the resident.

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- **HQS COMPLIANCE:** I understand that it is my obligation under the HAP Contract to perform necessary maintenance and to provide those utilities as specified and contracted in my lease with the tenant so that the unit continues to comply with the HUD Housing Quality Standards (HQS). I understand that HAP payments can be abated for failure to maintain the unit in compliance with HQS, and that abated payments may not be collected from the tenant.
- **FORECLOSURE:** I certify that there are no foreclosure proceedings underway with this property. I understand that it is my responsibility to promptly notify the AHA at least 15 days in advance of pending foreclosure.
- **DIRECT DEPOSIT:** I understand that all owners will be required to utilize direct deposit as a means of receiving HAP payments.
- **VACANCIES AND RELOCATION:** I understand that I am responsible to notify the AHA immediately if the assisted unit becomes unoccupied. I understand that relocating an assisted tenant to another rental unit requires the AHA's prior approval. I understand that the death of an assisted tenant terminates the HAP Contract.
- **UNAUTHORIZED OCCUPANTS:** I understand that it is my responsibility to promptly notify the AHA whenever persons not identified on the lease agreement are residing in the assisted dwelling unit and when persons identified in the lease agreement are no longer residing in the assisted dwelling unit.
- **RECEIPT OF HAP PAYMENTS:** I understand that the receipt of housing assistance payments by the owner or owner's agent or owner's representative constitutes a certification by the owner that the assisted dwelling unit is in safe, decent and sanitary condition i.e.; that the dwelling unit meets the HUD Housing Quality Standards and that the assisted unit is occupied by persons identified in the lease agreement as residents of the assisted dwelling.

I understand that when a tenant's income increases and the amount of HAP payment is reduced to zero by the AHA the contract remains in effect for a maximum 180 days. Following the 180-day period the HAP contract terminates.

- **LEASE REQUIREMENTS:** I understand that it is the responsibility of the owner to enforce the terms and conditions of their lease agreement with the tenant.

I understand that I am entitled to HAP payments in the amount specified by the HAP contract and that I will promptly notify the AHA and promptly return to the AHA any erroneous HAP payments that may be received.

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Signature

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Date