Conway Housing Authority

Housing Choice Voucher Landlord Certification of Responsibility

I understand and agree with the following:

1. I am the Owner, or I represent the legally designated management entity for properties on the Housing Choice Voucher Program. If the units are single-family, duplex dwellings, or multi-family complexes 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 a single family. duplex dwellings or a multi-family complex with four units or less. I also certify that the tenants have no ownership interest in the units.

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 Housing Assistance Payment (HAP) contract. If a family with a disability requires 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 service animals and support animals, even if I maintain a no pet policy. I understand that I am not entitled to a pet deposit or pet rent 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 I do for unassisted tenants, and I must ensure that it complies with state and local law. The Conway Housing Authority (CHA) will only review my lease to ensure the Department of Housing and Urban Development (HUD) required items are included.

6. The family members listed on the HAP contract are the only individuals permitted to reside in the unit, except for the birth, adoption, or court-awarded custody of a child. CHA and I must grant prior written approval for 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, HAP contract (parts A and B), and fully understand the terms and conditions of these forms.

8. I must submit to the tenant for their consideration and to CHA 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. If the new lease or lease revision includes a rent increase, item #9 must be followed.

9. I must provide CHA and the tenant with a written request for any rent increase a minimum sixty (60) days and no more than (90) days in advance of the increase and in accordance with the provisions of the lease, HAP Contract, and the CHA Administrative Plan.

10. The tenant's portion of the contract rent is determined by CHA, 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 CHA.

11. The owner (including the principal or other interested party) is not the parent, child, grandparent, sister or brother of any member of the assisted family. CHA may grant prior written approval if the unit provides 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 completing the CHA Transfer of Payments package. The completed package is required to have the HAP transferred to the new owner. agent, or entity. CHA will not mediate payment disputes between the owners

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13. I must advise CHA 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 to Housing Quality Standards can result in abatement of my HAP. I may not terminate tenancy because of abatement, and I may not collect any abated HAP amount from the tenant.

15. I will notify CHA in writing immediately if the unit becomes vacant. I understand the HAP Contract terminates and the payment ceases when the family moves out.

16. I should attempt to resolve disputes with the tenant, and I will contact CHA in writing only in serious matters which we are unable to resolve.

17. I must provide the tenant and CHA 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 CHA immediately in writing of a change in contact information, such as address. phone number, email, tax identification or banking information. Failure to do so may interrupt correspondence such as unit inspection repair letters and may delay delivery of electronic transfer of assistance payments.

19. I will provide information to authorize direct deposit for all assistance payments. To confirm receipt, I will access the Landlord email. Any issues concerning the Landlord email should be directed to dabernathy@conwayha.org

20. I understand that failure to fulfill these obligations may result in withholding, abatement or termination of the HAP for a unit or other assisted units and may be cause for debarment from participating in CHA housing programs.

21. I understand any changes to CHA Administrative Plan will take precedence over this form.

_____ _____

Signature of Owner/Management Entity **Date**

Please Print Legibly:

Owner/Management Entity Name: _____

Address of Owner/Management Entity: _____

(This should match the W-9 Information you are providing) _____

Phone Number:_____ Email Address: _____

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.