

Housing Programs Household Obligations

To be eligible for rental or leasing assistance via ADOH SND housing programs, each household must provide information required by the Department of Housing and Urban Development (HUD) and the housing program before being assisted and at a minimum of once a year when each tenant will be recertified.

HUD is authorized to ask for this information by US Housing Act of 1937, as amended 42 USC 1437 et seq. the Housing and Community Development Amendments of 1981, P.L. 97-35, 85 Statute 348, 408. This information is needed to manage the program, protect the US Government's financial interest and to verify the information reported. The following sections outline these requirements.

Note: Following Housing First principles, participant documentation does not have to be collected prior to move-in date.

I. Obligation to Provide Documentation:

The household must supply true and complete information requested by the housing program which is necessary for the administration of the program including:

- Release of Information form(s)
- Household income not more than thirty (30) days old
- Household composition (list of all members who live in household)
- Social Security cards for all household members
- Birth certificates for all children under the age of eighteen (18)
- Picture identification for those eighteen (18) and older

II. Utilities in the Rental Unit:

Any and all utility service(s) that are required to be maintained by the participant must be on and operable at all times during the tenancy in the chosen residency and while receiving assistance through the housing program.

Any utilities that are agreed to be the responsibility of the participant, as defined by the lease, must be in the name of that participant as the head of household, or another adult/spouse living in the unit and listed as a household member with the sub-recipient as well as on the lease. Utilities may not be in any other person's name.

III. Location of Rental Unit:

A participant must select housing in Arizona within the service area of the sub-recipient.

IV. Policy on Additional Person Living in Residence:

HUD and the state of Arizona policy states that no person(s) other than those listed on the application for the housing program and lease shall live/stay in the residence other than on a temporary basis (not to exceed thirty (30) days) in a calendar year. This is to insure that the household contribution is accurately based on the total monthly income of that household.

Occupants of the household must be approved by the sub-recipient. The household must promptly inform the sub-recipient of the birth, adoption, court-awarded custody or guardianship of a child or adult. The household must request approval to add any additional person.

If a situation should arise during the term of the lease where an additional person needs to be added to the household, the participant agrees to contact the landlord/owner for permission to add a person(s), have the case manager write a support letter and provide the sub-recipient with a written request stating why the additional person(s) should be added to the household.

The case manager will accompany the new household member to complete the application forms and bring necessary identification and income information.

Failure to do so could result in an eviction and/or the termination of assistance from the sub-recipient. The participant may be required to repay rent and be charged with possible theft and fraud charges under state and federal law.

V. Moving Policy:

A participant may move only once per year. A year will be determined from the time that the lease is signed and payments begin by the sub-recipient. **The participant will forfeit their Housing Assistance at the time an unauthorized or second move is made.**

The participant must give a minimum thirty (30) day notice (or as otherwise specified in the lease or rental agreement), in writing, to the landlord/owner. The sub-recipient will also require a copy of this written notice.

If the participant wants to move at the end of a year, the participant must contact the sub-recipient a minimum of thirty (30) days prior to making a move to allow time for a new inspection to be scheduled and completed.

The sub-recipient will not provide an inspection for any new residence or transfer payment until proper notice, in writing, has been provided to the landlord. Notices received from participants will be verified with the current landlord/owner by the sub-recipient.

The sub-recipient will not pay for a participant to live in any other residence during a month in which a payment for the original approved residence has been made.

VI. Inspections / Recertifications:

Each household must agree to allow an inspection of the residency prior to occupancy. The participant should not sign a lease until after the residence has passed inspection.

Each household must agree to allow, at a minimum, an annual re-inspection / recertification of the residence at a reasonable time and after reasonable notice.

VII. Obligations to Abide by the Terms of the Lease:

Each household is required to abide by the terms of the lease.

Participant and participant's guests are not to damage property.

Participant will be responsible for any damage.

Participant must reside in the residence for at least (1) year.

The participant must give the sub-recipient prompt notice for any eviction notice or notice to vacate.

VIII. Use and Occupancy of Residence:

Each household must live in the residence supported by the assistance and may not have any other residence.

The household may not sublease the residence.

The household may not assign the lease or transfer the residence.

The participant may not be absent from the unit for more than ninety (90) days and must, upon request, provide proof that the residence is being occupied by the household member(s) listed on the lease.

No household member shall own or have a financial interest in the residence.

No member of the household may receive another subsidy for the same residence, from Section 8 or any other city, county, state, federal or private funds which could be considered duplicating the assistance provided by the sub-recipient.

Rental assistance may be terminated if the participant or any member of the participant's household, guest or other person under their control, engages in criminal activity on or near the premises.

Assistance may be denied if any member of the household engages in threatening, abusive or violent language or behavior toward sub-recipient staff.

The sub-recipient will in no way be responsible for any expenses owed by the participant. Obligations as set forth by the lease, rental agreement or utility company will continue to belong to the participant. Housing assistance payments are made on behalf of the participant and are considered assistance only.

Communication with the landlord, the property management company and the property owner should remain between those entities and the participant. The participant is responsible for communicating any changes in assistance to those entities. The sub-recipient will make all possible efforts to keep the participant and landlord informed as to the status of payments. The sub-recipient expects the participant(s) to meet their obligations.

The sub-recipient will not be accountable for late fees charged by the landlord. When a change in payment amount is made to due to a move, a change in income, expenses or household composition, the sub-recipient has the right to make the change in a reasonable amount of time not to exceed thirty (30) days.

The participant(s) agrees to hold harmless the sub-recipient and ADOH. Furthermore, the participant agrees to indemnify and hold harmless the sub-recipient and ADOH, its agents, heirs, employees and assignees for any damages of whatever kind, of whatever nature, wherever situated, for any causes of actions, or suits particularly on account of the provision of the financial assistance.

My signature below indicates that I have read the above obligations; that I understand why this information is required and that I will abide by these regulations. Failure to abide by "Household Obligations" may result in the assistance being terminated. If assistance is terminated, the participant may request a hearing according to the attached grievance procedure.

I/We certify that the information given to the sub-recipient on household composition, income, household assets, allowances and deductions is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information is punishable under federal law. I/We also understand that false statements or information is grounds for termination of housing assistance.

TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING A FALSE OR FRAUDULENT STATEMENT(S) TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.

My/Our signature(s) below indicates that I have received a copy of this document.

Signature

Date

Spouse/other adult

Date