

Landlord Certification of Responsibility

Street Address of Assisted Unit

City

State

Zip Code

I understand and agree to the following:

1. I am the owner or legally designated management entity of the above referenced unit or attached listing of units. Acceptable documentation for proof of ownership 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 housing opportunity requirements.
3. It is my responsibility to 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. The Chester Housing Authority (CHA) 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, CHA and I must grant prior written approval for other persons to be added to the household. As the owner of the property, 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, the Housing Assistance Payments Contract, and fully understand the terms and conditions of these documents.
8. I must submit to the tenant for their consideration and to the 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.
9. I must provide the CHA 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 the 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 the CHA.
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. The CHA may grant prior written approval if the unit will provide reasonable accommodation for a family member who is a person with disabilities. Transfer of property occurring within the last 12 months in order to meet eligibility is not permissible.

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12. Prior to lease-up, I must complete and execute a Lead-Based Paint Disclosure form with the tenant and provide the tenant with a copy of the EPA pamphlet, ***Protect Your Family from Lead in Your Home***.
13. I must complete required repairs in accordance with the Lead Safe Housing Rule. If I hire a contractor to renovate, remodel, or repair a pre-1978 unit, the contractor must be certified in lead safe work practices. Prior to beginning work, the tenant must be given a copy of the EPA pamphlet, ***The Lead-Safe Certified Guide to Renovate Right***.
14. I may not assign the HAP Contract to a new owner without the prior written consent of the Chester Housing Authority. I must notify the CHA at the time the property is advertised for sale, provide the contact information of the buyer and anticipated closing date.
15. I understand that payments will not be issued to the new owner until the CHA receives a copy of the settlement statement/deed and required owner contact information and a W-9.
16. I must advise the CHA and the tenant, in writing, within 15 days of being notified of a pending foreclosure action of the assisted property.
17. I understand that 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.
18. I will provide contact information for the person(s) responsible for maintenance calls for the assisted unit.
19. I will notify the CHA 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.
20. As the property manager, it is my responsibility to work out disputes/issues with the tenant, and I will contact CHA in writing if there are issues we are unable to resolve.
21. I will notify the CHA in writing if the tenant has repeat or serious lease or programmatic violations. The CHA Compliance Specialist will issue a warning to the tenant and may hold a conference with the participant to promote successful tenancies.
22. I must provide the tenant and the CHA with a written notice specifying the grounds for termination of tenancy at or before the commencement of the eviction action, a copy of the eviction notice, and to comply with all state and local eviction procedures.
23. I will commence a legal eviction action if there are serious and repeated violations of the lease. Examples of serious and repeated violations of the lease are:
 - Violation of federal, state, or local laws in regards to illegal drugs or violence
 - More than four times late in paying tenant share of the rent
 - Failure to pay tenant share of the rent
 - Misuse and neglect of the property and/or owner provided appliances
 - Failure to obtain and maintain legal utility services
 - Repeat infestation due to failure to follow good housekeeping practices
 - Failure to remove excessive clutter and debris creating fire and/or tripping hazards
24. I will provide truthful and complete tenant history in terms of compliance with the lease and program obligations to the CHA and other prospective landlords. I will timely return within 14 days the Certification of Tenancy to the Chester Housing Authority if the tenant provides an intent to move notice.
25. I must notify the CHA in writing within 10 days of any 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.

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I have read and understand the attached statements regarding owner participation in the Housing Choice Voucher Program. I 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 suspension or debarment from participating in federally assisted housing programs.

Print Name of Owner or Management Entity

Signature of Owner or 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. 08/15