

APPLICANT/PARTICIPANT CERTIFICATION and RESPONSIBILITIES

GIVING TRUE AND COMPLETE INFORMATION/COOPERATION

I certify that the information given to the Scott County Community Development Agency (CDA) regarding household composition, income, net family assets, allowances and deductions is accurate and complete to the best of my knowledge. I am required to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. Cooperation includes scheduling and keeping appointments, completing and signing required forms, and verifying the Social Security numbers of all household members. I understand failure or refusal to do so will result in termination of my assistance.

REPORTING CHANGES IN HOUSEHOLD SIZE

* I understand that no adult person(s) other than those listed on my application can live/stay with me in my housing unit unless I notify the CDA. Allowing another person to use my address as their mailing address suggests that that person lives in my unit.
* I am allowed to have guests stay with me on a temporary basis. A guest is defined as a person who can verify a permanent address elsewhere. Temporary is considered to be no more than a total of 14 calendar days during a 12 month period. If I wish to have guests stay for more than a total of 14 days during a 12 month period, I must receive written permission from the CDA.
* I also understand that I **must notify the CDA in writing within 10 days if anyone moves in or out of my housing unit**. A rent increase may be required if the person moving in has income.
* I understand that failure to report changes in my household size in writing to the CDA will result in termination of my housing assistance and could result in theft and fraud charges under state and federal law. **I certify that no other person(s) live/stay in my housing unit other than those listed on my application.** I will notify the CDA in writing if this should change.

REPORTING CHANGES OF INCOME

- I understand that I must report, in writing, **all** changes of my income to the CDA within 10 days of the change.
- If my **gross** income increases by **\$200 or more per month**, the CDA will recalculate my income and my rent portion will increase. An increase in my income will not automatically cause me to lose my rent assistance or a change in my rent portion. An increase in income from assets of **\$200** or more per month must also be reported.
- If my **gross** household income is at a *minimal* amount or at *zero* income, I must report in writing *any increase* to my income and an adjustment will be made to my rent portion accordingly. I will also be required to complete a **Minimal or Zero Household Income Report** form each quarter that I am claiming zero/minimal income.
- If my gross income decreases or my expenses increase (medical, child care, or handicap assistance), the CDA will adjust my rent portion after third party verification of the change.
- **I understand that if I fail to report a change in my income in writing within 10 days of the change, I may lose my rental assistance, which means the CDA will no longer pay part of my rent.**

MINIMUM RENT

I understand that the CDA has set the minimum rent at **\$50**. The CDA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship. The financial hardship exemption applies only to families required to pay the minimum rent. If I request a hardship exemption in writing, the CDA will suspend the minimum rent for my family beginning the first of the month following the hardship request (in accordance with Chapter 6-III.B. of the Administrative Plan). The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family share reverts to the highest of the remaining components of the calculated TTP, meaning the family may still have to pay some rent.

REPORTING PLANS TO MOVE AND/OR TERMINATE ASSISTANCE

I am required to give the CDA a copy of my written notice to terminate my lease at the same time I give notice to the landlord. Failure to provide a copy of the lease termination notice to the CDA will be considered a violation of Family Obligations and may cause my household to be terminated from the program. The CDA will deny a family permission to make more than one elective move during any 12-month period. I understand that a mutual termination of the lease counts as an elective move and I may lose my assistance. If I move more than one time during any 12-month period, it will be considered a serious lease violation and subject my household to termination from the program.

The CDA must receive two full calendar months **written notice** for any move from my assisted unit, even if I am moving to another unit in the same building or complex. **Failure to notify the CDA in writing before moving from my assisted unit will cause me to lose my rent assistance.** I must give the CDA written notice when I go off the program.

DEADLINE FOR SUPPLYING NEW UNIT INFORMATION

For moves within Scott County, I must supply a completed **Request for Tenancy Approval** form and a proposed lease to the CDA on the 15th of the month for rent assistance to begin at my new unit on the 1st day of the following month. If the 15th of the month falls on a Saturday or Sunday, I will have until 12 p.m. Monday to supply the completed Request for Tenancy Approval form.

TERMINATION OF ASSISTANCE FOR EVICTION AND/OR LEASE VIOLATION

I understand that if I am evicted for any reason the CDA will begin action to terminate my rental assistance. In addition, the CDA may terminate my assistance for serious or repeated violations of my lease. *Serious and repeated lease violations* will include, but not be limited to, nonpayment of rent, utility disconnection due to nonpayment, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, housing unauthorized household members, and criminal activity.

NO DUPLICATE RESIDENCE OR ASSISTANCE

I certify that the unit the CDA is paying assistance on will be my principal residence and I do not receive any other housing assistance.

INSPECTIONS

I understand that the CDA is required to inspect and approve all housing units on the Section 8 Program. I am required to make sure the inspectors can get into my unit for the inspection. If I miss the scheduled inspection and fail to reschedule another inspection, the CDA will only schedule one more inspection. If I miss two inspections, the CDA will consider this to be a serious violation of Family Obligations and my assistance will be terminated. I understand the family is responsible for any HQS breach caused by the family or guests.

Move-in inspections are done as soon as the inspector has access to the unit. If the unit is occupied until the end of the month, the inspection will be done on the 1st working day of the month. I understand that if the inspection does not pass or is done after the 1st day of the month, my assistance will not begin until the day the unit passes inspection. No rental unit will be placed on the program until the unit meets the HQS requirements. The owner and participant will be notified in writing of the results of the inspection.

SUITABILITY FOR TENANCY

I understand that the CDA will conduct criminal background checks on all adult household members, including live-in aides and those porting into the Housing Authority’s jurisdiction. Criminal background checks will be conducted during the initial briefing process and in accordance with Chapter 3-III.D. of the Administrative Plan. The CDA will deny assistance to a family because of drug-related criminal activity or violent criminal activity by any family member. If I am about to be denied housing based on either a criminal check or the sex offender registration program, I will be informed of this fact and given the opportunity to dispute the accuracy of the information before the denial or eviction occurs.

ABSENCE FROM THE UNIT

I must supply any information or certification in writing requested by the CDA to verify that my family is living in the unit, or relating to my absence from the unit, including any CDA requested information or certification on the purposes of my absences. I understand that I may be absent from the unit for up to thirty, (30) calendar days. Prior approval is required when a family member or the entire family will be absent from the unit for an extended period, which is defined as any period greater than 30 calendar days. Written notice must be provided to the CDA at least 14 calendar days prior to when the absence is planned. To obtain CDA approval, the family must 1) satisfy notice requirements; 2) provide documentation acceptable to the CDA regarding the length and reason for the absence (authorized absences may include, but are not limited to: prolonged hospitalization, and absences beyond the control of the family (i.e. death in the family or other family member illness)); 3) affirm their intent to return to the unit at the end of the leave period; 4) agree to be responsible for receiving and responding to all notices sent by the CDA to the unit during the leave period; 5) pay rent to the owner and pay all utilities while they are absent; 6) make arrangements for the unit to be available for inspection by the CDA if necessary. If this procedure is not followed then the unit will be considered abandoned and the CDA will terminate housing assistance payments and the family’s participation in the program. I understand that incarceration is not an authorized absence and is subject to CDA review and determination of action, and may result in termination of my assistance.

FRAUD/CRIME, ALCOHOL AND/OR DRUG ABUSE

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

The members of the household may not engage in drug-related criminal activity or other violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

ADMINISTRATIVE ACTION AND CRIMINAL CHARGES

I understand that false statements or information are punishable under Federal law and are grounds for termination of housing assistance. Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

INFORMAL HEARINGS

If the CDA determines that a family has failed to meet their obligations to the Section 8 Rent Assistance Program and/or has not met their responsibilities, the CDA may take action to terminate the family’s rent assistance. If the CDA takes action to terminate a family’s rent assistance, the family will be notified in writing and will be given an opportunity to request an informal hearing before the CDA terminates housing assistance payments.

SELF SUFFICIENCY PROGRAMS

I understand that the CDA may offer a Family Self Sufficiency (FSS) Program to all participants, and that I am eligible to apply if the program is available. I also understand that I am eligible to participate in Homebuyers Club, which offers participants the opportunity to learn more about purchasing and owning a home. Further information is available to me upon request.

SIGNATURES OF ALL HOUSEHOLD ADULTS

Signatures below indicate understanding of the above certifications and responsibilities.

- 1. _____ Date _____
- 2. _____ Date _____
- 3. _____ Date _____

Tenant: Please keep one copy of this document for yourself.

If you believe you have been the victim of housing discrimination, you may call the Fair Housing and Equal Opportunity National Toll-Free Hot Line at 1-800-669-9777.

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