

Family Obligations and Grounds for Denial or Termination of Assistance

Marietta Housing Authority

The HCV family is required to follow the obligations as set forth in the HUD Code of Federal Regulations [CFR]24 for the Housing Choice Voucher Program. Through your failure to fulfill any of these obligations, the Marietta Housing Authority [MHA] may take action in regards to your assistance as applicable below.

The MHA may deny assistance to an *applicant* by any of the following means:

- Denying placement on an MHA waiting list;
- Denying or withdrawing of a voucher;
- Refusing to enter into a HAP [Housing Assistance Payment] Contract or approve a Lease;
- Refusing to process or provide assistance under portability.

The MHA may terminate assistance to a *participant* by any of the following means:

- Refusing to enter into a HAP Contract or approve a Lease;
- Refusing to process or provide assistance under portability procedures;
- Terminating housing assistance payment under an existing HAP Contract.

MHA may deny assistance for an applicant or terminate assistance for a participant on any of the following grounds:

Supplying Required Information

- ❖ Failure to supply true, accurate, and complete information;
- ❖ Failure to sign and submit information requested by the MHA in order to verify citizenship or eligible immigration status, or use in an annual or interim examination of family income or composition;
- ❖ Failure to attend scheduled appointments. If the family misses the initial appointment, one final appointment will be scheduled. If the family misses the final appointment, MHA may terminate the family's assistance;
- ❖ Failure to disclose and verify social security numbers and birth certificates of all members; failure to provide pictured ID of adult family members [persons age 18 or older];
- ❖ Failure to report any changes in the source or amount of household income to MHA IN WRITING within 14 days of the effective date of the change (i.e, the first day of employment, the date a pay increase goes into effect, etc., NOT the date on which the income is received); HCV families are required to report changes on the form entitled "Notice of Household Change" and to provide appropriate documentation to support the income change;
- ❖ Failure to report a change in household composition to MHA IN WRITING within 14 days of the effective date of the change; examples of such change include, but are not limited to: a family member that passes away, a family member that moves out of the unit, a family member that is added due to birth, adoption or court awarded custody of a child, or a guest that becomes a family member because he/she remains in the unit longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period; children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above; HCV families are required to report changes on the form entitled "Notice of Household Change" and to provide appropriate documentation to support the household change;

Use and Occupancy of the Assisted Unit

- ❖ Failure to comply with the Lease;
- ❖ Failure to use the assisted unit for residence by the family. The assisted unit must be the family's only place of residence;
- ❖ Failure to submit a Request for Lease Approval [RTA] prior to the expiration of the voucher;
- ❖ Sub-lease or sub-let the assisted unit; assign the Lease or transfer the assisted unit;
- ❖ Failure to allow MHA to inspect the assisted unit at reasonable times and after reasonable notice.
 - (A) In order to conduct an annual or special inspection, the family must allow access to all areas of the assisted unit. The family may not miss two scheduled inspections; and/or,
 - (B) In order to conduct a reinspection for a failed unit, the family must allow access at the next scheduled reinspection. The family may not miss any scheduled reinspection.
- ❖ Failure to provide notice to the Owner before the family moves out of the assisted unit or terminates the Lease, as set forth in the Lease, with a Notice of Intent to Vacate in no case less than 30 days from the effective date of the action;
- ❖ Failure to promptly provide MHA with a copy of any eviction notice from the Owner;
- ❖ Failure to request prior written approval from MHA and the Landlord to add any other members to the household, except birth, adoption, or court awarded custody of a child; only approved members of the household, including foster child/foster adult or live-in aide, may reside in the assisted unit;
- ❖ Failure to cooperate with MHA in verifying that specific family member(s) reside(s) in the assisted unit; authorized absences from the assisted unit may include, but are not limited to, prolonged hospitalization, absences beyond the control of the family, or other absences deemed necessary by the MHA; a family absence cannot exceed 180 days;
- ❖ Failure to obtain approval from the Landlord to engage in legal, profit-making activities in the assisted unit, that are incidental to the primary use of the assisted unit for residence and in compliance with the Lease, applicable zoning, and appropriate licensing;
- ❖ Failure to pay rent to the Owner when due and to report any additional charges by the landlord IN WRITING to MHA; it is illegal for a landlord to charge any additional amount for rent or any other item not specified in the lease;

Housing Quality Standards (HQS)

- ❖ Failure to pay utility bills and supply and maintain any appliances that the owner is not required to supply under the Lease;
- ❖ Failure to correct HQS violations caused by household members;
- ❖ Failure to reimburse the landlord for any damages (other than normal wear and tear) to the assisted unit or premises caused by household members or guest during the lease term or when vacating the assisted unit.

Household Members/Composition

The family (including each household member) must NOT:

- ❖ Own or have any interest in the assisted unit. This includes, but is not limited to, rent to own agreements, installment sales contract, or any other arrangement for the family member to buy the assisted unit;
- ❖ Knowingly permit an ineligible noncitizen to reside in the assisted unit;
- ❖ Knowingly permit a fugitive felon, parole violator or person fleeing to avoid prosecution to reside in the assisted unit;
- ❖ Participate in a serious or repeated violation of the Lease, illegal drug use, the sale, manufacture or distribution of an illegal drug, interference with the health, safety or right to peaceful enjoyment of the premises by other residents;
- ❖ Have been evicted from assisted housing for serious or repeated violation of the Lease, illegal drug use, the sale, manufacture or distribution of an illegal drug, interference with the health, safety or right to peaceful enjoyment of the premises by other residents;
- ❖ Receive HCV assistance while receiving another housing subsidy;
- ❖ Be related to the landlord in any of the following ways: parent, child grandparent, grandchild, sister or brother, unless the family includes a member with a disability and the assisted unit accommodates the disability;
- ❖ Owe any rent or other amount to the MHA in connection with the HCV Program;
- ❖ Participate in illegal drug or violent criminal activity;
- ❖ Engage in threatening, abusive or violent behavior towards any MHA staff member or resident.
- ❖ Commit fraud, bribery, or any other corrupt or criminal act in connection with the HCV Program.

Family Certification:

I understand that failure to comply with these obligations is grounds for denial or termination of my rental assistance. By my/our signature(s) below, I and all adult household members, have read and understood these statements. Additionally, I understand that giving false statements or information is punishable under Federal and/or State Law and MHA will pursue accordingly. Under Federal Law this could result in a fine up to \$10,000 and/or imprisonment for up to five (5) years.

X _____
Signature of Head of Household

Date

X _____
Signature of Other Adult Household Member

Date

X _____
Signature of Other Adult Household Member

Date

X _____
Signature of Other Adult Household Member

Date

Grounds & Obligations