



## MARIETTA HOUSING AUTHORITY

95 Cole Street  
Marietta, Georgia 30060  
(770) 419-3200 fax: (770) 419-3232



### LANDLORD CERTIFICATION

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RE: Street address of assisted unit: \_\_\_\_\_  
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#### Ownership of Assisted Unit:

- I certify that I am the legal or the legally-designated agent for the above referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.
- I must advise MHA and the tenant, in writing, of pending foreclosure of this property.

#### Tenant Suitability.

- I will comply with equal opportunity requirements.
- I should screen the family for suitability, including the family's background with response 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.

#### Tenants of Assisted Unit:

- I understand that the family members listed on the dwelling lease agreement are the only individuals permitted to reside in the unit. Except for the birth, adoption, or court-awarded custody of a child, the MHA and I must grant prior written approval for other persons to be added to the household.
- I confirm that I (including a principal or other interested party) am not the parent, child, grandparent, sister or brother of any member of the assisted family [with the exception of written approval to provide reasonable accommodation for a family member who is a person with disabilities].
- I understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

#### The Lease and Tenancy Addendum:

- 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. MHA will only review my lease to ensure that the HUD required items are included. I must submit to the tenant for their consideration and to the MHA 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.
- I must provide the tenant and the MHA 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.
- I have  attended a Landlord Workshop or  received a Landlord Workshop packet from MHA or  read the Landlord Workshop section of the MHA website.

**Housing Assistance Payments Contract [HAP]:**

- I understand that the HAP must be executed by the landlord and MHA within 60 days of the effective date. If I have failed to execute the HAP within this time frame, I understand that MHA will not pay me for this period. MHA may also be unable to enter a new HAP at a later time
- I must notify MHA immediately in writing of a change in contact information, such as address, phone number, e-mail, or banking information. Failure to do so may interrupt correspondence and/or delay delivery or electronic transfer of assistance payments.
- I must notify MHA immediately in any change of ownership of this property. Whether by sale or by foreclosure, payments to the new owner will not be made until all landlord set-up requirements have been submitted and approved. The new owner must provide these documents to MHA within 60 days of the effective date of the transfer or MHA will not be obligated to continue the assistance.
- I certify that I will abide by regulations set forth by Fair Housing Act and the Violence Against Women Act as it relates to my rental property.

**Reporting Vacancies to MHA.**

- I understand that should the assisted unit become vacant, I am responsible for notifying MHA immediately in writing.
- I understand that should a tenant family consisting of only one member dies that MHA must terminate the assistance at the end of the month of the tenant's death.

**Tenant Rent Payments.**

- I understand that the tenant's portion of the contract rent is determined by the MHA, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been specifically approved by the MHA.

**Housing Quality Standards:**

- I understand my obligation, in compliance with the HAP, is to perform necessary maintenance so the unit continues to comply with Housing Quality Standards [HQS]. Failure to perform necessary maintenance 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.
- For initial assistance to begin, all HQS must be met before the HAP can be executed. For periodic or special inspections of a unit already under HAP, a repair period and reinspection date will be established for the unit that fails this type of inspection. Deficiencies must be corrected within the repair period. I further understand that the tenant's failure to allow access to my property for this reinspection could jeopardize my HAP and/or the tenant's rental assistance.

**WARNING: Title 18, US Code Section 1001, state that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United State is guilty of a felony. State law may also provide penalties for false or fraudulent statements.**

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Signature of Landlord / Owner / Management Entity

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Date