

## Chapter 12

### HOUSING AUTHORITY, OWNER, AND PARTICIPANT RESPONSIBILITIES AND OBLIGATIONS

\*Cross Reference: (Reserved)

This Section outlines the responsibilities and obligations of HACK, the Section 8 Owners/Landlords, and the participating families.

#### 12A. RESPONSIBILITIES OF HACK

HACK will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Housing Authority of the County of Kern Section 8 Administrative Plan.

In administering the program, HACK will:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help disabled persons find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assistance occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust utility allowances. Utility allowances shall be reviewed annually and adjusted when necessary.
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by HACK, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations, including HQS violations for which a family is responsible, subject to the due process provisions of this Plan detailed in Chapters 10 and 11;
19. Give written notice to a participant family of decisions concerning applications, terminations, tenant rent, and all other matters concerning the tenant's participation in the program. Notice of actions shall contain clear statements of:
  - a) The action being proposed by HACK.
  - b) The reason for the proposed action, including the specific facts supporting HACK's decision.
  - c) The date the proposed action will take place.
  - d) The participant's right to further explanation, if needed.
  - e) The participant's right to an informal hearing and the form and date by which request for such hearing must be received. (Refer to Chapter 11 for additional notice and hearing requirements.)

- f) A copy of the Section 8 Program Informal Hearing Procedures.
20. Conduct informal reviews of HACK decisions concerning applicants for participation in the program, pursuant to the provisions of Chapter 11;
  21. Conduct informal hearings on certain HACK decisions concerning participant families, pursuant to the provisions of Chapter 11;
  22. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits annually; and
  23. Administer Family Self Sufficiency program based upon the minimum size required by HUD as indicated by the number of allocations awarded since 1992.

**12B. RESPONSIBILITIES OF THE OWNER.**

The owner shall be responsible for performing all of his/her obligations under the HAP contract and lease. Such responsibilities shall include, but not be limited to:

1. Performance of all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance;
3. Preparation and furnishing to HACK information required under the contract;
4. Compliance with equal housing opportunity requirements;
5. Collecting from the family:
  - a. Any security deposit,
  - b. The tenant contribution (the part of rent to owner not covered by the HAP);
  - c. Any charges for damage to the housing done by the family;
6. Enforcing tenant obligations under the lease;
7. Paying for utilities and services (unless paid by the family under the lease). Complying with provisions on modifications to housing occupied or to be occupied by a disabled person.

8. Screening of tenants
9. Provide HACK with any and all necessary documents warranting legal ownership of the property. A copy of the recorded grant deed, management agreement, if applicable, the lease agreement. Social Security and or State I.D. Number must be received by HACK and any other documents required by HACK for proof of ownership. Any owner may contract with any private or public entity to perform, for a fee, the services required above, provided that such contract shall not shift any of the owners responsibilities or obligations. HACK must receive a copy of prior to making HAP contract.
10. For provisions on modifications to a dwelling unit occupied by a person with disabilities, see 24 CFR 100.203.

## **12C. RESPONSIBILITIES OF THE PARTICIPANT FAMILY**

This section states the obligations of a participant family under the program.

1. The family shall:
  - a. Report to HACK, within ten (10) business days of the occurrence, any change in family income, assets, or family composition
  - b. Supply any information that the HACK or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
  - c. Supply any information requested by HACK or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition per HUD requirements.
  - d. Supply information that is true and complete.
  - e. Disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information.
  - f. Allow HACK to inspect the housing unit at reasonable times and after at least two (2) days' written notice.
  - g. Notify HACK and the owner before the family moves out of the unit or terminates the lease by supplying HACK and the owner with a thirty- (30) day written notice before vacating the housing.

- h. The family must promptly give HACK a copy of any owner eviction notice it receives.
- i. Use the housing solely for the family's principal place of residence, and shall not assign the lease or transfer the housing.
- j. Agree to enter a repayment agreement to reimburse HACK for any amounts paid to an owner for tenant-caused damages upon notification of a claim having been paid by HACK. If the family disputes an owners' claim, HACK must be notified before making payment on an owner's claim. HACK will notify the tenant on receipt of a claim if the former tenant provides HACK with a forwarding address.
- k. Comply with all rules and regulations of the Section 8 Program and HACK policies and terms of the lease with the owner. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.
- l. Respect the rights of others to peacefully enjoy their housing.
- m. Comply with the following use/occupancy rules:
  - 1. HACK must approve the composition of the assisted family residing in the unit. The family must promptly inform HACK of the birth, adoption or court-awarded custody of a child. The family must request approval from HACK to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live in aide as provided in paragraph (4) of this section).
  - 2. The family must promptly notify HACK if any family member no longer resides in the unit.
  - 3. If HACK has given approval, a foster child/adult or live-in aide may reside in the unit. HACK has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or live-in aide and defining when HACK consent may be given or denied.
  - 4. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the

unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

- n. The family must supply any information or certification requested by HACK to verify that the family is living in the unit, or relating to family absence from the unit, including any HACK requested information or certification on the purposes of family absences. The family must cooperate with HACK for this purpose. The family must promptly notify HACK of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to thirty (30) days. The family must request permission from HACK for absences exceeding thirty (30) days. HACK will make a determination within five (5) business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than thirty (30) days without authorization will be terminated from the program, subject to the notice and hearing provisions of Chapter 11 of this Plan.

Authorized absences may include, but are not limited to:

- 1. Prolonged hospitalization
- 2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
- 3. Other absences that are deemed necessary by HACK.

- 1. The family shall not:

- a. Own or have any interest in the housing unit (other than they own a manufactured home and rent the manufactured home space. If the owner is a cooperative, the family may be a member of the cooperative.
- b. Commit any fraud, bribery, or any other corrupt or criminal act in connection with the programs.
- c. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.
- d. Engage in drug-related criminal activity or other violent criminal activity. Drug-related criminal activity means one of the following:

- 1) The felonious manufacture, sale, or distribution, or the possession, with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));
- 2) The felonious use, or possession (other than with intent to manufacture, sell or distribute), of a controlled substance, except that such use or possession must have occurred within one (1) year before the date that HACK provides notice to an applicant or participant family of HACK's determination to deny admission or terminate assistance.

Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a participant's household or any guest or other person under the participant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the participant or affiliated individual of the participant is the victim.

- e. Allow guests to remain longer than fourteen (14) days within a twelve (12) month period, without prior consent from HACK and the Landlord.

Failure of the Family to meet its responsibilities under the Lease, the Statement of Family Responsibility, or this section shall constitute grounds for termination of assistance by HACK.