

Household Obligations

To be eligible for rental assistance from the Department of Community Affairs's Tenant Based Rental Assistance program (DCA TBRA), each household must provide information required by the Department of Housing and Urban Development (HUD) and DCA before being issued a voucher, and at a minimum of once per year when each tenant will be recertified.

HUD is authorized to ask for this information by US Housing Act of 1937, as amended 42 USC 1437. et seq., the Housing and Community Development Act of 1981, P.L. 97-35, 85 stat. 348, 408. This information is needed to manage the program, protect the U.S government's financial interest and to verify the information reported. The following sections outline these requirements.

I. Obligation to Provide Documentation:

The Participant household must supply true and complete information requested by DCA necessary for the administration of the program, including:

Proof of citizenship or legal residence for all household members

Release of Information form(s)

Household income not more than 30 days old

Household composition (list of all members who live in household)

Proof of Social Security numbers for all household members

Georgia state-issued picture identification or military identification for those 18 and older

Birth certificates for all household members who are minors

II. Utilities in the Rental Unit:

Any and all utility service(s) for which the Participant household has responsibility must be on and operable at all times during the tenancy in the rental unit, and while receiving assistance from DCA TBRA.

Any utilities that are agreed to be the responsibility of the Participant household, as defined by the lease, must be in the name of that Participant as the head of household, or another adult/spouse living in the unit and listed as a household member with DCA as well as on the lease. Utilities may not be in any other person's name.

III. Location of Rental Unit:

Participants must select housing in Georgia that is within the service area for your support service provider.

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the United States or to any matter within its jurisdiction.

IV. Adding Additional Persons to Assisted Rental Unit:

HUD and DCA TBRA policy state that no person(s) other than those listed on the application for rental assistance and the lease shall live/stay in the residence other than on a temporary basis, not to exceed 30 days, in a calendar year. This is to ensure that the household rent contribution is accurately based on the total monthly income of that household.

Occupants of the household must be approved by DCA. The Participant must promptly inform DCA of the birth, adoption, court-awarded custody or guardianship of a child or adult. The Participant must request approval to add any additional person to the household.

Should an additional person need to be added to the household, the Participant agrees to contact the Landlord for permission to add a person, have the case manager write a support letter, and provide DCA with a written request stating why the additional person(s) should be added to the household.

The Case Manager will accompany the new household member to complete the application forms and bring necessary identification and income information.

Failure to follow the above-described procedures could result in eviction and/or the termination of rental assistance. The Participant may be required to repay rent and be charged with possible theft and fraud under state and federal law.

V. Moving Policy:

Participants may move only once per year. A year begins from the effective date of the lease. Any unauthorized move by the Participant will cause rental assistance to terminate.

Participant must give a minimum thirty-day notice (or as otherwise specified in the lease or rental agreement), in writing, to landlords, prior to any move. DCA will also require a copy of this written notice.

If the Participant wants to move at the end of a year, the Participant must contact DCA a minimum of 30 days prior to making a move to allow time for a new inspection to be scheduled and completed.

DCA will not provide an inspection for any new residence or transfer payment until proper notice, in writing, has been provided to the landlord and DCA. Notices received from Participants will be verified with the current landlord by DCA.

DCA will not pay for a participant to live in any other residence during a month in which a payment for the original approved residence has been made.

VI. Inspections / Recertifications:

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HOME Tenant Based Rental Assistance

Each Participant must agree to allow an inspection of the assisted rental unit prior to occupancy. The tenant must not sign a lease until after the rental unit has passed inspection.

Each Participant must agree to allow, at a minimum, an annual re-inspection/ recertification of the rental unit at a reasonable time and after reasonable notice.

VII. Obligation to abide by the terms of the lease:

Each household is required to abide by the terms of the lease.

Tenant and tenant's guests shall not damage the rental unit or the property on which it sits.

Tenant will be responsible for all damage caused to the unit.

Tenant must reside in the residence for at least one year.

The tenant must give DCA prompt notice of any eviction notice or notice to vacate.

VIII. Use and Occupancy of Residence:

Each Participant must live in the rental unit assisted by the housing assistance program and may not have any other residence.

The Participant may not sublease the rental unit.

The Participant may not assign the lease or transfer the rental unit.

The Participant may not be absent from the unit for more than 30 days and must upon request provide proof that the residence is being occupied by the household member(s) listed on the voucher and lease.

No household member shall own or have a financial interest in the residence.

All household members must abide by the law and may not engage in drug-related activity, violent criminal activity, fraud, bribery or any other corrupt or criminal act.

No member of the household may receive another subsidy for the same residence, from Section 8 or any other city, county, state, federal or private funds which could be considered to duplicate the assistance provided by DCA.

Rental assistance will be terminated if any member of the Participant's household, guest or other person under their control engages in drug-related or other criminal activity on or near the premises.

Rental assistance will be terminated if the Participant engages in criminal activities that threaten the health, safety or right to peaceful enjoyment of other residents in or near the premises.

Rental assistance may be denied if any member of the household engages in threatening, abusive or violent language or behavior toward DCA personnel.

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HOME Tenant Based Rental Assistance

DCA will in no way be responsible for any expenses owed by the participant. Obligations as set forth by the lease, rental agreement, or utility company will continue to belong to the participant. Housing assistance payments are made on behalf of the Participant and are considered assistance only.

Communication with the Landlord, the property management company and property owner should remain between those entities and the Participant. The Participant is responsible for communicating any changes in assistance to those entities. DCA will make all possible effort to keep the Participant and Landlord informed as to the status of payments. DCA expects Participants to meet their obligations.

DCA will not be held accountable for late fees charged by the Landlord. When a change in the rental assistance amount is made because of a move, a change in income, expenses or household composition, DCA has the right to make the change in a reasonable amount of time not to exceed 30 days.

The Participant agrees to hold harmless DCA. FURTHERMORE, the participant agrees to indemnify and hold harmless DCA, its agents, employees and assignees for any damages of whatever kind, of whatever nature, wherever situated, for any causes of actions, or suits particularly on account of the provision of DCA.

My signature below indicates that I have read the above Household Obligations; that I understand why this information is required; and that I will abide by these rules. Failure to abide by these Household Obligations will result in termination of rental assistance. If assistance is terminated, the Participant may request a hearing according to the attached Appeals Procedure.

I/We certify that the information given to DCA on household composition, income, household assets, allowances and deductions is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements made or information given is a violation of federal law. I/We also understand that false statements or information are grounds for termination of housing assistance.

TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING A FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES

My/our signature(s) below indicates that I have received a copy of this document.

Participant Signature

Date

Spouse/other adult

Date

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