

## Certified Statement of Family Obligations

Please reference the Administrative Plan for a clear outline of agency policies that govern the Housing Choice Voucher program. The Administrative Plan can be found @ [www.fresnohousing.org](http://www.fresnohousing.org).

### REPORTING OBLIGATIONS

- **Any information supplied by the family must be true and complete.** The family must not misrepresent any information to FH and/or any other agency that is related to eligibility, preferences, housing history, allowances, family composition, and/or criminal history (i.e. Welfare Fraud).
- The family must report **ANY** changes in the source or amount of household income or changes of family composition (household members) in **writing within 30 calendar days**.
- The family must supply any information that the FH, or HUD, determines is necessary in the administration of the Housing Choice Voucher program, including submission of required evidence of citizenship or eligible immigration status. This includes any requested certification, release or other documentation.
- The family must supply any information requested by the FH, or HUD, for use in a regularly scheduled reexamination or interim reexamination of household income and composition in accordance with HUD requirements.
- The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information
- The family must notify the FH and the owner in **writing within 30 calendar days** before vacating the dwelling unit. If the family receives an eviction or termination notice from the owner, the family must contact the FH immediately and give a copy of the notice to the FH.
- The family must attend all scheduled appointments.

### USE OF UNIT/RESIDENCE

- The unit must be the family's only residence.
- The family must not sublease or let the unit.
- The family must not assign the lease or transfer the unit.
- The family must only allow FH approved members of the family composition to use the unit address as a current residence. Use of the unit address as a visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence and deemed proof of an unauthorized resident(s).
- The family must obtain approval by FH and landlord/property owner of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody. This includes the addition of live-in aides.
- The family must promptly notify the FH if any family member no longer resides in the unit.

- The family must supply any information or certification requested by the FH to verify that the family is living in the unit.
- The family must notify the FH in advance if the family will be temporarily absent from the unit. If the family absence is authorized, the family must continue to pay the family portion of the rent.
- The family must not own or have any interest in the unit.

### **HOUSING QUALITY STANDARDS (HQS)**

- The family must comply with Housing Quality Standards (HQS).
- The family must pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
- The family must provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant;
- The family is responsible for damages to the unit or premises by any member of the household or a guest (damage beyond ordinary "wear and tear").
- The family must allow the FH to inspect the dwelling unit at reasonable times and after reasonable notice. You or a representative over the age of 18 years old must be present at the inspection. Failure to be present may result in the loss of your Housing Assistance subsidy.

### **LEASE VIOLATIONS**

- The family may not commit any serious or repeated violation of the lease.
- Pattern/history of lease violations is defined as 3 or more notices from the owner and/or property manager for serious or repeated lease infractions within a 24-month period.
- The family must pay only the amount authorized by the FH on the current Housing Assistance Payment (HAP) Contract Amendment. Any amount paid by the family other than the authorized amount is considered an illegal side payment and is cause for termination of the Housing Assistance subsidy. Additional payments for other amenities may be authorized by the FH only.

### **The Family MUST NOT:**

- Commit fraud, bribery or any other corrupt or criminal act in connection with the programs. Such fraud and abuse includes but is not limited to unreported income; unauthorized household members; and/or ongoing violations of program Family Obligations.
- Engage in drug-related criminal activity or 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
- Abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

**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.**



**FH may at any time deny program assistance for any of the following reasons:**

1. ***Family Violates Any Family Obligations:*** If the family violates any family obligations under the HCV program
2. ***Evicted from Federally Assisted Housing:*** If any member of the family has ever been evicted from federally assisted housing in the last five years
3. ***Past Termination from a FH Program:*** If FH has ever terminated assistance under the program for any member of the family
4. ***Fraud, Bribery, or Other Corrupt or Criminal Act Within a Federal Housing Program:*** If any family member has committed such acts in connection with a Federal housing program
5. ***Outstanding Debt:*** If the family currently owes rent or other amounts to FH or to another housing authority in connection with Section 8 or public housing assistance under the 1937 Act
6. ***Non Reimbursement to FH for payments to owners:*** If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease
7. ***Repayment Breach with a Housing Authority:*** If the family breaches an agreement with FH to pay amounts owed to FH, or amounts paid to an owner by FH. (FH, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to FH or amounts paid to an owner by FH. FH may prescribe the terms of the agreement)
8. ***Actual or Threatened Abusive or Violent Behavior Toward FH Personnel:*** If the family has engaged in or threatened abusive or violent behavior toward FH personnel "Abusive or violent behavior toward FH personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate, may be cause for denial of admission or termination of assistance.
9. ***Fraud Against Another Agency:*** Misrepresentation of income or other eligibility factors to an agency other than FH, for example welfare fraud, is grounds for denial of assistance or termination of assistance.
10. ***Non-compliance*** with any assistance programs, governmental agency and/or law enforcement.
11. ***An applicant's misrepresentation of any information*** related to eligibility, preferences, housing history, allowances, family composition, and/or criminal history.
12. ***Pattern of violent behavior-*** includes evidence of repeated acts of violence on the part of any individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors. Actual physical abuse or violence will always be cause for denial of admission or termination of assistance.

\_\_\_\_\_  
Head of household (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Member (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Member (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Member (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date