PROPERTY OWNER CERTIFICATION FORM

My initials to the right of each item below certify that I have read and understand it or the item has been explained to me (if necessary).

NAME: ________________________________ Date: ________________

OWNERSHIP OF ASSISTED UNIT ______ ADDRESS: ________________________________
I certify that I am the legal owner 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 further certify that the property subject to this HAP Contract is not currently in foreclosure or receivership.

TENANT RENT COLLECTION REQUIREMENT____
I understand that it is my responsibility to collect the tenant’s portion of the rent and that failure to collect the tenant’s portion of the rent on a timely basis will be construed as a program violation.

PROHIBITION ON SIDE PAYMENTS____
I understand that the tenant’s portion of the contract rent and any other agreements must be approved by CMHA and that I am not permitted to charge any additional amounts for rent or any other item not specified on the lease and not specifically approved by CMHA.

REQUIRED LISTING OF PRINCIPALS____
I understand that prior to approval of the HAP Contract by CMHA, I must submit and/or update the HCV Program’s Property Owner Application, listing the names and current addresses of all individuals having an ownership interest in the property, regardless of the legal entity that may hold title. I further understand that any additions to or deletions from the list of principals must be reported to CMHA in writing within 10 calendar days of the change.

PROHIBITION ON LEASING TO RELATIVES____
I certify that no member of the tenant family is the parent, child, grandparent, grandchild, sister or brother of the owner, any principal, or the legally designated agent.

VAWA REQUIREMENTS____
I understand that under HUD’s mandated Violence Against Women Act, CMHA may terminate my HAP Contract and allow a family to transfer. CMHA would provide me with 30-days notice of contract termination.

HQS COMPLIANCE____
I understand that it is my obligation under the HAP Contract to perform necessary maintenance and to provide those utilities as contracted in my lease with the tenant so that the unit continues to comply with Housing Quality Standards.

FORECLOSURE____
I certify that there are no foreclosure proceedings underway with this property.

CITY BUILDING CODE VIOLATIONS____
I understand that outstanding City building code violations are a violation of HQS. All units will be pre-screened for any outstanding City building code violations and are subject to on-going cross referencing once the unit is on the program. Proof of closed orders is required.

LEAD VIOLATIONS____
I understand that lead orders issued by the Cincinnati Health Department are a violation of HQS. Units with outstanding lead orders will not be listed, and units are subject to cross-referencing during the term of the assisted tenancy when new lead orders are issued. Proof of closed orders must be submitted.
UNIT PROPERTY TAXES
I understand the status of a unit’s property taxes will be checked against public records. A unit found to be delinquent in the payment of property taxes will not be listed until the taxes have been paid in full, or a payment arrangement has been accepted by the Hamilton County Auditor’s Office. Proof of payment will be required to list the unit.

AUDITOR’S SITE
I understand the unit must be properly registered as a rental unit with the Hamilton County Auditor’s office prior to lease up.

ACC, TRANSFER, & ANNUAL INITIAL INSPECTION FAIL RATE
I understand that the goal of CMHA’s Inspections Department is for units to pass their initial inspection. This can be greatly enhanced by an owner’s pre-inspection walk and an owner accompanying the CMHA inspector on inspection day. An unacceptable compliance rate is subject to program suspension, non-listing of future Request for Tenancy Approvals (RTA) and/or termination.

DIRECT DEPOSIT
I understand that all owners will be required to utilize direct deposit of HAP payments.

RENT REASONABLE
Any tenant transfers, new tenant move-ins, or rental increases may not exceed the reasonable rent as most recently determined or redetermined by CMHA.

VACANCIES
I understand that should the assisted unit become vacant, I am responsible for notifying the Housing Authority immediately. I understand that relocating tenants to other units requires the Housing Authority’s prior consent. Death of an assisted tenant terminates the HAP Contract.

UNAUTHORIZED PERSONS
I understand it is a program violation to allow anyone not approved by CMHA and listed on the HAP Contract Cover Letter/Annual Recertification Addendum to reside in the assisted unit or to be listed on the Residential Lease Agreement.

MANDATORY LANDLORD ORIENTATION
I certify that I have viewed the Landlord Orientation Video and that I fully understand the expectations of CMHA, as a landlord participating in the Housing Choice Voucher Program, and that I will fully comply with the rules of the Housing Choice Voucher Program.

Signature: __________________________ Date: _______________
Reviewed by: __________________________

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