

Chapter 2

2.0 IHFA/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

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

2.1 IHFA RESPONSIBILITIES (24CFR 982.153)

- A. IHFA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the IHFA Section 8 Administrative Plan.
- B. In administering the program, IHFA must:
 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 people with disabilities find satisfactory housing;
 7. Receive applications from families, maintain the waiting list, select applicants, determine eligibility, issue a voucher to each eligible 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 Tenancy Approval and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted 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 payment 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 IHFA utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by IHFA, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain IHFA decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain IHFA decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.
23. Inform applicants and participants of their rights under VAWA and notify owners/landlords of their responsibilities under VAWA.
24. Use HUD's Enterprise Income Verification (EIV) system in its entirety, which includes, but is not limited to, monthly reports, income and income discrepancy information, and to use and update the Debts Owed to PHA's and Terminations module at application and termination from the program.

2.2 OWNER RESPONSIBILITY (24 CFR 982-452)

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 - 1. Performing 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 that unit.
 - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 - 3. Complying with equal opportunity requirements.
 - 4. Preparing and furnishing to IHFA information required under the HAP contract.
 - 5. Collecting from the family:
 - a) Any security deposit required under the lease.
 - b) The tenant rent (the part of rent to owner not covered by the housing assistance payment).
 - c) Any charges for unit damage by the family.
 - 6. Enforcing tenant/family obligations under the lease, including eviction actions.
 - 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying IHFA sixty (60) days prior to any rent increase.

2.3 OBLIGATIONS OF THE PARTICIPANT (24 CFR 982-551)

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

- A. Supplying required information.

1. The family must supply any information that IHFA 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.
2. The family must supply any information requested by IHFA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 - a. IHFA schedules appointments and sets deadlines in order to obtain required information. An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying IHFA, may be denied assistance or have assistance terminated for failure to provide required information. In most cases, the family will be given two opportunities before being issued a notice of denial or termination.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the family.

The family is responsible for an HQS breach caused by the family or its guests. (See section 13.2(B))

C. Allowing IHFA inspections

The family must allow IHFA to inspect the unit at reasonable times and with reasonable notice. (See Chapter 13)

1. IHFA schedules appointments and sets deadlines in order to inspect the unit. An applicant or participant who fails to keep an appointment may be denied assistance or have assistance terminated. In most cases, the family will be given two opportunities before being issued a notice of denial or termination.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease. Serious violations may include, but are not limited to, the following:

- Failure to pay monthly tenant rent, regardless of amount
- Destruction to assisted unit beyond normal wear and tear
- Failure to pay utility bills that are the participant's responsibility, regardless of amount

- Unauthorized occupancy
- May exclude, on a case-by-case basis, violations resulting from victimization from domestic violence situations (VAWA)

E. Family Notice of Move or Lease Terminations

The family must notify IHFA and the owner, in writing, 30 days before the family moves out of the unit or terminates the lease by a notice to the owner

F. Owner Eviction Notice

The family must promptly give IHFA a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
2. IHFA must approve the composition of the assisted family residing in the unit. The family must promptly inform IHFA of the birth, adoption or court-awarded custody of a child. The family must request approval from IHFA to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted household) may reside in the unit (except for a foster child/foster adult or live-in aide as approved in paragraph four (4) of this Section).

To be considered a live-in aide, a caregiver must reside in the unit at least fifty-one (51) percent of the time and (1) be determined to be essential to the care and well-being of the persons: (2) is not obligated for the support of the persons: an (3) would not be living in the unit except to provide the necessary supportive services. Live-in aides will be listed on the lease but will not sign the lease and are not considered family members. In the case of a situation where a participant has a rotating nursing service/medical service where the unit is not the primary residence of the caregiver, the caregiver will not be considered a live-in aide and an additional bedrooms will not be authorized.

3. The family must promptly notify IHFA if any family member no longer resides in the unit.
4. If IHFA has given approval, a foster child/foster adult or a live-in aide may reside in the unit. IHFA has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when IHFA consent may be given or denied.
5. 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 and with the prior approval of the owner. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.
8. Participants will be allowed to have visitors for consecutive periods of time up to thirty (30) days, except in the case of an immediate family member requiring the care of the household during illness or recuperation from illness or injury, which need has been documented.

The participant must report to IHFA and the landlord if immediate family members requiring the care of the household are expected to stay between thirty (30) and ninety (90) days. If visitors stay past ninety (90) days, the participant must seek and obtain approval from the landlord and IHFA to add the visitor to the lease. A determination will be made as to their eligibility and income will be counted in determining the household's contribution for rent.

H. Absence from the Unit.

The family must supply any information or certification requested by IHFA to verify that the family is living in the unit, or relating to family absence from the unit, including any IHFA requested information or certification of the purpose of family absences. The family must cooperate with IHFA for this purpose. The family must promptly notify IHFA 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 30 days. The family must request permission from IHFA for the absences exceeding 30 days. IHFA will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

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 IHFA.

I. Interest in the Unit

The family may not own or have any interest in the unit.

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

K. Crime by Family Members

The members of the family may not 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. Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage.

- L. The members of the household must not 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.

M. Other Housing Assistance

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.

NOTES