



CITY OF OCEANSIDE

Community Development Commission

MARGERY M. PIERCE
Director

NEIGHBORHOOD SERVICES DEPARTMENT
Housing Division

STATEMENT OF RESPONSIBILITIES **SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

1) Giving True and Complete Information

- a. I certify that the information given to the Oceanside Neighborhood Services Department (HA) on household composition, income, net family assets, allowances and deductions is accurate and complete to the best of my knowledge and belief.
- b. I understand that the information I provide on HA forms will be checked. The HA, HUD or the Office of the Inspector General will check the income and asset information I provide with other Federal, State, or local governments and with private agencies. The HA will use computer matching to verify that the income information I have provided is accurate. Certifying false information is fraud.

2) Reporting Household Members

- a. Household member – a person who cannot verify a permanent address elsewhere and is in the household more than thirty (30) days.
- b. Visitor – a person that can verify a permanent address elsewhere and is in the household less than thirty (30) days.
 - i. I certify that the household members that I have listed on my application are the only people that live in my housing unit.
 - ii. I understand that I must notify the HA in writing within fourteen (14) days if anyone moves out of my household or if a child under the age of 18 moves into my household due to birth, adoption or court-awarded custody. If I choose to add an additional person to my household, their income will be verified and my HA rent portion will be recalculated.
 - iii. I understand that the landlord must approve, in writing, a change in tenant composition prior to the addition of the person(s) to the household.
 - iv. I understand I must provide the HA a copy of written approval from the landlord for all household members living in my unit.
 - v. I understand that I must ask for HA written approval before adding any other family members as an occupant of the household, including a foster child and Live-In Aide.
 - vi. I understand that if the HA approves the addition of an adult to the household, (including adult children returning to the household), my voucher size will not increase. Live-In Aides may be eligible for a bedroom if approved as a Reasonable Accommodation.
 - vii. I understand that providing false information about who lives in my household or failing to report household changes as outlined above is considered fraud. Fraud is grounds for termination of my housing benefits.
 - viii. I understand that I must not allow any person(s), not part of my household, to use my address as a mailing address.

3) Reporting Household Income

- a. I understand the HA is required to review my household income every year. If I have changes in my household income prior to my next scheduled review the HA will conduct interim reviews to increase/decrease my rent in the following situations:
 - i. An additional person is added to the household
 - ii. The household reports a decrease in income of a duration in excess of thirty (30) days
 - iii. A household has a change in income resulting in an increase in the family's share of rent by \$50 or more
 - iv. A household that previously had no income or less than the welfare amount for the family size and reports that income is now being received by any family member
 - v. A Family-Self-Sufficiency household requests an interim when their income increases
 - vi. The household misrepresented the facts upon which the rent is based
 - vii. An administrative error on the part of the HA
 - viii. The HA determines the family's subsidy is based on zero or unrealistic income of the household
- b. I understand that I must include:
 - i. All sources of income and changes in income I or any member of my household receives such as wages, welfare payments, social security and veteran's benefits, pensions, retirement, etc.
 - ii. Any money I receive on behalf of my children, such as child support, CalWorks (welfare) payments, social security or SSI for children.

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- iii. Any increase in income, such as wages from a new job or an expected pay raise or bonus.
 - iv. All assets, such as bank accounts, savings bonds, certificates of deposit, retirement accounts, stocks, real estate, etc. that are owned by you or any member of your household.
 - v. All income from assets, such as interest from savings and checking accounts, stock dividends, etc.
 - vi. Any business or asset (your home) that you sold in the last two years at less than full value.
- c. I understand I am required to report these changes **in writing** within fourteen (14) days of the change or my assistance may be terminated or I may be required to enter into a repayment agreement to repay the HA for any rent overpaid to my property owner.
- d. I understand that if my income decreases I may request that the HA review my rent determination. I understand I must provide to the HA any required verification before an adjustment will be completed.

4) Reporting Plans to Move or Terminate Assistance

- a. I understand I must notify the owner and at the same time notify the HA **in writing** before moving out of my rental unit.
- b. I understand that if I move without giving notice to the owner and the HA my Section 8 Housing Choice Voucher assistance **will be terminated.**
- c. I understand notice must be in accordance with the lease and **must be submitted to the owner and HA in writing** at least one calendar month prior to the move-out. (This applies even if I am moving to another unit in the same building or complex).
- d. I understand if it is approved by the landlord to terminate the lease prior to the end of the lease term, a letter/statement/document that is mutually agreed upon must be signed by the family and owner and a copy provided to the HA.
- e. I understand that the HA may deny permission to move with continued assistance if:
- i. My family has violated a family obligation
 - ii. My family owes money to any HA
 - iii. My family has not given proper written notice

5) Lease Violation/Eviction Notice

- a. I understand that I must give the HA a copy of any eviction notice I receive within fourteen (14) days of receipt of that notice.
- b. I understand that if I violate a provision of my lease and am evicted by a court ordered judgment on behalf of the owner the HA **may** terminate my Section 8 Housing Choice Voucher assistance.
- i. Example of Lease Violations include: Damage to the unit beyond normal wear and tear; disturbance to neighbors; failure to pay rent or other landlord charges; unauthorized guest or family members; and drug or violent criminal activity.

6) Request for Tenancy Approval (RFTA) Deadline

- a. I understand that after I give the HA a proper notice to move (at least thirty (30) days), I am required to submit a completed RFTA form with information on my new housing unit to the HA.

7) No Duplicate Residence or Assistance/Own/Sublease

- a. I certify that the house or apartment will be my principal residence and I will not obtain duplicate Federal Housing assistance while receiving housing benefits from the Oceanside HA.
- b. I understand I must not own or have any interest in the unit; sublease or assign the lease or transfer the unit (other than the owner of a manufactured home leasing a manufactured home space).
- c. I understand I must not reside in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of my family unless this has been approved by the HA.

8) Security Deposit

- a. I understand that the Owner/Landlord may collect a security deposit that is up to but not greater than, the amount they would collect from an unassisted tenant. **The HA does not pay any portion of the Security Deposit.**



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9) Inspections

- a. I understand that the HA is required to inspect and approve all housing units of the Section 8 Housing Choice Voucher Program before assistance can begin in a unit and at least annually thereafter. I know I must allow the HA to inspect my unit at reasonable times and after reasonable notice. I understand that I am required to make sure that the Housing Specialist/Technician can get into my unit to do the inspection and that if three (3) attempts are made unsuccessfully, my assistance will be terminated.
- b. I understand that if the inspection does not pass or is done after the first day of the month, the assistance will not begin until the day the inspection is passed or completed. The HA rent portion will be prorated based on the actual days in the month. I understand that if the HA portion is prorated, it is my responsibility to agree on the rent difference with the owner/manager.
- c. I understand that failure to pay utilities or failure to provide and maintain any appliances that are required of me by the lease or allowing any member of the household or guest to damage the unit or premises beyond normal wear and tear is in violation of Housing Quality Standards (HQS). I understand that HQS violations caused by my household members or guests, must be corrected within the time stipulated by the HA. I understand the HA may terminate assistance in accordance with the federal regulations for a violation of HQS caused by my family or guests.

10) Landlord Screening

- a. Landlords are responsible for screening all prospective tenants for their ability to pay the rent, take care of the unit and other lease responsibilities. I understand that the HA must give prospective owners my current address and name and address of current and previous landlords, if known to the HA.

11) Home Business

- a. I understand that I can have a legal profit making business in my unit as long as the unit is still primarily used for the residence of my family and I am not in violation of my lease. I must get written permission from my landlord before starting a business in my unit.

12) Absence From Unit

- a. I understand that the HA may allow extended family absences from the assisted unit; the absence may not exceed 120 consecutive days under any circumstances, except to provide "reasonable accommodation" to a person with disabilities. Family absences which are expected to last longer than one month must be approved by the HA. Acceptable reasons for extended family absences may include but are not limited to: illnesses or medical situations which require in-patient treatment, absences to care for relatives, and absences due to a family death. Unapproved absences lasting longer than one month may be subject to termination of rental assistance benefits. The participant must request approval in writing and inform the HA of the nature of the absence. Absences will not be approved for imprisonment.

13) Debts Owed to a Housing Authority

- a. I understand rental assistance may be denied or terminated if: 1) the family currently owes rent or other amounts to the HA or to any other HA in connection with Section 8 Housing Choice Voucher assistance including outstanding amounts paid to an owner under a HAP contract for rent, damages or other amounts owed by the family under the lease; 2) the family breaches an agreement or at the time of annual re-examination fails to become current in accordance with an agreement with the HA to pay amounts owed.

14) Drug-related Violent Criminal Activity

- a. I understand that the HA shall terminate families who engage in drug-related criminal activity regardless of where the criminal activity takes place.
- b. I understand the HA shall terminate families who engage in violent criminal activity, including spousal abuse, child abuse, threats to landlords, neighbors, and violence against property.
- c. I understand the HA will deny assistance to applicants and terminate the assistance of participants if any household member has been evicted within the last five (5) years from federally assisted housing for drug-related criminal activity.

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- d. I understand the HA will permanently deny assistance to applicants and terminate the assistance of participants if any household member has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- e. I understand the HA will permanently deny assistance to applicants if any household member is subject to a lifetime registration requirement under a State sex offender registration program.

15) **Fraud/Bribery/Corrupt/Criminal Act**

- a. I understand I must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.

16) **National Portability**

- a. I understand that I may use my Housing Choice Voucher anywhere in the United States where a tenant-based program is administered, if the Housing Authority accepts "portable" vouchers. I will be provided with the name, address and phone number of the HA where I want to move upon request. I understand that "portability" can take additional time (sometimes up to 60 days) and my voucher will not be extended if I choose to "port" my voucher to another HA. However, I understand if I am receiving assistance for the first time, I may be required to live in the HA's jurisdiction for my initial lease period prior to using the portability feature.

17) **Cooperation**

- a. I understand I am required to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances within the timeframe required by the HA. Cooperation includes attending pre-scheduled appointments, completing signing and returning needed forms within timeframe required, disclosing and verifying the Social Security Numbers for all family members age 6 and over, cooperating with the inspection process and providing evidence of citizenship or eligible immigration status for all family members. I understand failure or refusal to do so will result in termination of assistance.
- b. I understand that the HA may deny or terminate program assistance if any member of the family has engaged in or threatened abusive or violent behavior toward HA personnel.

18) **Criminal and administrative action for False information**

- a. I understand that false statements or information are punishable under Federal law. I understand that false statements or information are grounds for termination of housing assistance and could result in theft and fraud charges under the state and federal law. The signature(s) below indicates that I have read and understand all the policies and statements on page one through three of this form.

19) **Signature and Date of All Household Adults (Household Members 18 and over)**

- a. I have read and understand pages 1-4 of the Statement of Responsibilities form and understand that any violation of these responsibilities may result in termination of assistance.

I/We hereby acknowledge that I/We have read the above statement of responsibilities and understand that failure to comply with the above responsibilities is grounds for termination of my rental assistance benefits. I understand that if my benefits are terminated, I may be prohibited from receiving future assistance.

Signature

Date

Signature

Date

Signature

Date

Signature

Date