

**WESTMORELAND COUNTY HOUSING AUTHORITY (WCHA)
HOME TENANT BASED RENTAL ASSISTANCE (HOME TBRA) BRIEFING CERTIFICATION**

I CERTIFY THAT I HAVE BEEN BRIEFED ON THE ITEMS LISTED BELOW AND GIVEN ALL ASSOCIATED FORMS:

INCOME ELIGIBILITY REQUIREMENTS.

HOME TBRA is limited to tenants who are at or below the HUD low-income limit. The low-income limit is defined as 80 percent or below of area median income. Each year, at least 90% of the families assisted through HOME TBRA and the households occupying assisted units in HOME rental developments (taken together) must be at or below 60% of area median income. This means that although the program permits assistance to households with incomes of up to 80% of median, the WCHA will only be able to serve a **limited** number of households whose incomes are between 60% and 80% of median.

INCOME ELIGIBILITY LIMITS (effective 2/13/2008)								
Persons Per Household	1	2	3	4	5	6	7	8
30% Very Very Low Income	12600	14400	16200	18000	19450	20900	22300	23750
50% Very Low Income	21000	24000	27000	30000	32400	34800	37200	39600
60% Low Income	25200	28800	32400	36000	38889	41775	44625	47513

FAMILY COMPOSITION

An **ELDERLY FAMILY** is a single person that is age 62 or older, or two or more persons whose head or spouse is age 62 or older.

A **DISABLED FAMILY** is a single person that is age 61 or under with a long-term disability , or two or more persons whose head or spouse has a long-term disability.

A **NON ELDERLY FAMILY** is two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

Other **SINGLE PERSONS**.

BEDROOM SIZE

The number of persons in your family determines the proper bedroom size.

More than two (2) persons should not occupy the same bedroom.

Persons of the opposite sex, other than husband and wife, should not occupy the same bedroom (except infants and very young children).

A two (2) bedroom can be occupied by a single parent and child.

A two (2) bedroom can be occupied by a couple, but due to certified medical reasons must have separate bedrooms.

Person Permitted to Occupy a Bedroom							
BEDROOM SIZE	Eff	1	2	3	4	5	6
Minimum No. of Persons	1	1	2	4	6	8	10
Maximum No. of Persons	1	2	4	6	8	10	12

KEYS STEPS IN USING THIS COUPON (refer to HOME Rental Assistance Coupon).

How to find a suitable unit in Westmoreland County (except the following areas that have their own HOME funds: Arnold and New Kensington).

The rental unit must meet the program's housing quality standards (refer to booklet "**A Good Place to Live**") and have a reasonable rent (refer to HUD **Fair Market Rents**).

HOME TENANT-BASED RENTAL ASSISTANCE RENT LIMITS (Effective 10/1/2007)		
Bedroom Size	If TENANT must pay the heat, cooking fuel, electric, hot water, water, sewage, trash collection and provide their own range & refrigerator RENT must fall between	If LANDLORD pays ALL utilities, services & provides the appliances RENT must fall below
Efficiency	under \$350	\$507
1	under \$375	\$557
2	under \$450	\$666
3	under \$550	\$828
4	under \$575	\$894
5	under \$650	\$1028
6	under \$750	\$1162

REQUEST FOR UNIT APPROVAL

After finding a suitable unit, the Tenant must turn into the WCHA a a "**Request For Unit Approval**" packet, signed by the Landlord and also provide a copy of the Landlord's lease, proof of ownership and copies of the current year's paid real estate taxes (school, county, city, general, etc.) (**See Addendum to Lease for Prohibited Lease Provisions**).

If a Request for Unit Approval has not been submitted by the expiration date, the Home Rental Assistance Coupon expires in 90 days, unless the WCHA approves an extension.

After the Request for Unit Approval is turned in, the WCHA will inspect the unit and review the Landlord's Lease.

If the unit passes inspection and the rent for the unit is reasonable based on Fair Market Rents the WCHA will notify the Landlord and Tenant that it has approved the unit.

If the unit or lease cannot be approved, the WCHA will give the Landlord an opportunity to correct the problem (usually within 30 days), or the Tenant can begin to look for another unit.

The WCHA will then work with the Landlord and Tenant to execute all of the necessary documents.

- (1) WCHA Approved Lease between Landlord and Tenant.
- (2) Home Coupon Contract between Landlord and WCHA.
- (3) Once all necessary documents have been signed and the Tenant moves into the unit, payments to the Landlord will begin.

SECURITY DEPOSITS

(Moves) WCHA will pay a Security Deposit to the Landlord, consistent with local market practices. When Tenant moves out any reimbursement that are due form the Landlord under State and local law will be paid to the Tenant.

TENANT'S SHARE OF THE RENT

The portion of the rent payable by the Tenant to the Landlord ("Tenant's Share") is calculated based upon the Tenant's ability to pay (30% of monthly adjusted income).

The Tenant must provide the WCHA with information about income, assets, and other family circumstances that affect the amount the Tenant will pay.

The Tenant's Share may change as a result of changes in income or other family circumstances.

The Tenant is also responsible for payment of all utilities not included in the rent. To calculate the utility allowance refer to the Allowances for Tenant-Furnished Utilities and Other Services.

You must decide if the unit will meet HUD guidelines. You must find out:

Find out exactly what utilities and services you will be paying.

Find out if any utilities or services are included in the rent.

Look at both sides of the utility chart and choose the right chart (one side is for a house or mobile home and the other side is for an apartment, duplex or row house).

Decide how many bedrooms you will be setting up (do not count the living room).

Look at the Utility Chart. Locate the proper bedroom size column. Add together each utility you will be

paying.

Add the rent the landlord is going to charge to the cost of utilities. This is the Gross Rent.

To qualify, the Gross Rent must be lower than the Fair Market Rent on the chart.

Utilities you pay must be put in your family's name.

You cannot pay utilities if they are in the landlord's name. You cannot reimburse the landlord.

Each utility or service you pay must have a separate meter.

You may not split utility bills with a neighbor.

- (e) **CALCULATING THE TENANT'S SHARE OF THE RENT.** If all utilities, services and appliances are included in the rent, the tenant will pay the full 30% of their monthly adjusted income for rent. If the tenant has to pay any of the utilities, services or provide their own appliances, 30% of their income will be reduced for every utility they have to pay.

EXAMPLE NO. 1: The tenant does not have to pay utilities, services or provide appliances.
30% of tenant's monthly adjusted income is \$150. The Tenant will pay the Landlord \$150 per month for rent.

\$150 equals 30% of the Tenant's monthly adjusted income
 minus \$ --0 no deductions for utilities, services or appliances
 \$150 is the monthly rent the Tenant must pay the Landlord

EXAMPLE NO. 2: The tenant must pay all utilities, services and provide their own appliances.
30% of the tenant's monthly adjusted income is \$150. The Tenant will pay the Landlord \$25 per month for rent.

\$150 equals 30% of the Tenant's monthly adjusted income
 minus \$125 equals estimated monthly cost of utilities etc.
 \$ 25 is the monthly rent the Tenant must pay the Landlord

OR

EXAMPLE NO. 3: The tenant must pay all utilities, services and provide their own appliances.
When 30% of the Tenant's monthly adjusted income is lower the average cost of utilities, etc., the Tenant pays NO rent to the Landlord.

\$150 equals 30% of the Tenant's monthly adjusted income
 minus \$160 equals estimated monthly cost of utilities etc.
 \$(10) the Tenant doesn't have enough money to pay utilities
 \$ 10 will be sent to the Tenant to help pay their utilities.

GROSS RENT & FAIR MARKET RENTS

EXAMPLE: MONTHLY RENT
PLUS ESTIMATED COST OF UTILITIES, ETC.
EQUALS THE GROSS RENT

The GROSS RENT must be lower than the FAIR MARKET RENT.

(8) WCHA'S SHARE OF THE RENT

- (a) Each month the WCHA will make a rental payment to the Landlord on behalf of the Tenant.
- (b) The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's Share of the rent.

(9) OBLIGATIONS OF THE FAMILY:

When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in any assisted housing program. Report all changes **immediately (with 10 day), in writing**. Verifications will be required. Effective 7/1/2005 minimum tenant rent increased from \$25 to \$50 per month. The family must:

- a. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- b. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.

HUD & WCHA will use your Social Security numbers to match income & benefits reported to the State by employers, Welfare, Social Security, Unemployment, Child Support, Alimony, Etc. All

unreported income will be recalculated retroactive to the beginning date and the family must reimburse WCHA for all overpayments made on their behalf.

- c. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
- d. Promptly notify the PHA **in writing** when the family is away from the unit for an extended period of time in accordance with PHA policies.
- e. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- f. Notify the PHA and the owner **in writing** before moving out of the unit or terminating the lease.
- g. Use the assisted unit for residence by the family. The unit must be the family's only residence.
- h. Promptly notify the PHA **in writing** of the birth, adoption, or court-awarded custody of a child.
- i. Request PHA **written approval** to add any other family member as an occupant of the unit.
- j. Promptly notify the PHA **in writing** if any family member no longer lives in the unit.
- k. Give the PHA a copy of any owner eviction notice.
- l. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

Any information the family supplies must be true and complete. The family (including each family member) **must NOT**:

- a. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- b. Commit any serious or repeated violation of the lease.
- c. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- d. **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 the immediate vicinity of the premises.**
- e. Sublease or let the unit or assign the lease or transfer the unit.
- f. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- g. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- h. Receive housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- i. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
- j. **Threaten, or engage in, abusive or violent behavior toward PHA personnel. "Abusive or violent behavior toward PHA 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 termination or denial. "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.**

(10)LENGTH OF COUPON ASSISTANCE

- (a) Assistance under the HOME Coupon Program is not guaranteed.
- (b) Assistance may be terminated if:
 - (1) At any recertification the Tenant's income is greater than the published income limit for the Coupon Program.
 - (2) The Tenant is evicted from a unit assisted under the Coupon Program.
 - (3) The Tenant provides false information or commits any fraud in connection with the Coupon Program or fails to cooperate with required recertifications.
 - (4) Funding for the WCHA's Coupon Program is terminated.
 - (5) Except in the case of an eviction, the WCHA will give the Tenant at least 30 days notice of termination of assistance.

(11)EQUAL HOUSING OPPORTUNITY. If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 424-8590. Refer to the Fair Housing It's Your Right booklet.

(12)SAMPLE FORMS & BOOKLETS. The following sample forms and booklets are attached for the Landlord to review:

- (a) HUD's Home Rental Assistance Coupon Program Lease Addendum;
- (b) Home TBRA Coupon Contract;
- (c) A Good Place to Live Booklet (Housing Quality Standards) and checklist
- (d) Termination of Tenancy by the Owner;
- (e) VAWA (Violence Against Women Act);

(13)PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. Briefed on the importance of elevated blood level screening for children under 6 years of age. Contact the local Health Dept. for advice on screening to determine if any of the children under 6 have elevated blood levels. Immediately notify the Housing Authority if elevated blood levels are present.

(14)During the briefing the following program rules, regulations, procedures, etc., were discussed and hand-outs provided:

- (a) VAWA (Violence Against Women Act);
- (b) Termination of Tenancy by the Owner;
- (c) Items Required for Reexamination Interview;
- (d) Things You Should Know;

I HAVE READ THE ABOVE STATEMENTS, REQUESTED CLARIFICATION, AND UNDERSTAND THEM:

Signature, Head of Household

Signature, Spouse/Other Adult

Date:

Housing Authority Representative

SECTION 1001 OF TITLE 18 OF THE U.S. CODE MAKES IT A CRIMINAL OFFENSE (FELONY) TO MAKE WILLFUL FALSE STATEMENTS OR MISREPRESENTATIONS TO ANY DEPT. OR AGENCY OF THE UNITED STATES, PUNISHABLE BY \$10,000 FINE, 10 YEARS IMPRISONMENT, OR BOTH.

3/96 REV 8/96 Rev 11/97 Rev 1/03 rev 2/05 rev 8/07 TBABrief FORM NO. TBA5

**WESTMORELAND COUNTY
HOME RENTAL ASSISTANCE COUPON**

TENANT NAME	Unit Size *	Coupon No.: Issued On: Expires On:
Number of Household Members:		
*This is the number of bedrooms for which the tenant family qualifies.		

1. HOME Rental Assistance Coupon Program

This Coupon has been issued by **WESTMORELAND COUNTY HOUSING AUTHORITY (WCHA) (program administrator)** to the Tenant identified above who is eligible to participate in the Home Rental Assistance Program. Under this program, the program administrator makes monthly payments to a Landlord on behalf of an eligible Tenant. The tenant selects a decent, safe and sanitary dwelling unit and WCHA makes payments to the Landlord to help the Tenant to afford the rent.

When WCHA issues this Coupon, it fully expects to have money available to provide assistance. However, WCHA is under no obligation to the Tenant or the Landlord or any other party until WCHA has approved the unit and entered into an Agreement with the Landlord and the Tenant.

2. Key Steps in Using the Coupon

A. The Tenant must select a rental unit within **WESTMORELAND COUNTY** (except units located in **New Kensington and Arnold**) that meets the program's housing quality standards and has a reasonable rent. When the Tenant finds a suitable unit, the Tenant must give WCHA a "**Request for Unit Approval**" form, signed by the Landlord and also provide a copy of the Landlord's Lease.

[Note: The Tenant has 90 days to use the Coupon. If a **Request for Unit Approval** has not been submitted by the expiration date shown above, the Coupon will expire unless WCHA approves an extension.]

B. After WCHA receives the **Request for Unit Approval**, WCHA will inspect the unit and review the Landlord's lease. If the unit meets the program's standards and the rent for the unit is reasonable, WCHA will notify the Landlord and the Tenant that the unit has been approved.

[Note: if the unit or lease cannot be approved, WCHA will give the Landlord an opportunity to correct the problem, or the Tenant can begin to look for another unit.]

C. WCHA will then work with the Landlord and the Tenant to execute all of the necessary documents as follows:

- . The Landlord and the Tenant must sign WCHA approved lease.
- . The Landlord and WCHA must sign a HOME Coupon Contract.
- . Once all necessary documents have been signed and the Tenant moves into the unit, payments to the Landlord will begin.

3. Security Deposit

The WCHA will pay a Security Deposit to the Landlord, consistent with local market practices. When the Tenant moves out, any reimbursement of the deposit that are due from the Landlord under state and local law will be paid to the Tenant. No security deposit will be paid to landlords of tenants leasing in-place.

4. Tenant and WCHA's Share of the Rent

A. The portion of the rent payable by the Tenant to the Landlord ("tenant's share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the WCHA with information about income, assets and other family circumstances that affect the amount the Tenant will pay. The Tenant's Share may change as a result of changes in income or other family circumstances. The Tenant is also responsible for payment of all utilities not included in the rent.

B. Each month the WCHA will make a rental payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's share of the rent.

5. Requirements for Participating Tenants

The Family must:

- supply information about the Family's income, assets, and other Family circumstances that affect eligibility and the amount of the Tenant's share, and cooperate fully with annual and interim recertifications
- allow the WCHA to inspect the unit at reasonable times and after giving reasonable notice
- notify the WCHA when any person(s) move in or out of the unit and before vacating the dwelling

unit

- use the dwelling unit as the Family's principal place of residence and solely as a residence for the Family

The Tenant must not sublease or assign the lease.

6. Length of Coupon Assistance.

Assistance under the HOME Rental Assistance Program is not guaranteed. Assistance may be terminated if:

- at any recertification the Tenant's income is greater than the published income limit for the program;
- the Tenant is evicted from the assisted unit;
- the Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate with required reexaminations; or
- funding for the WCHA's Rental Assistance Program is terminated.

The WCHA will give the Tenant at least 30 days' notice of termination of assistance.

7. Equal Housing Opportunity

If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin or familial status the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 424-8590.

ISSUED BY: WESTMORELAND COUNTY HOUSING AUTHORITY	
Name:	Signature:
Date:	Telephone: 724-832-7258
ACCEPTED BY COUPON HOLDER	
Name:	Signature:
Date:	Telephone:

REQUEST FOR UNIT APPROVAL INSTRUCTIONS

The Family and Landlord must complete and return the following FORMS before the unit will be scheduled for inspection: **REQUEST FOR UNIT APPROVAL, UNIT DESCRIPTION FORM, GENERAL OWNER AND UNIT INFORMATION, LANDLORD CERTIFICATION & LEAD-BASED PAINT FORM, AND W-9 Tax I.D. FORM**

LEASE DATE

Insert an **estimated** lease date. Leases/contracts will begin either:

- a. the day after the unit passes inspection if the family already lives in the unit; or
- b. after the unit passes inspection, the day the owner gives the family keys and permission to move into the vacant unit.

NO. OF BEDROOMS

List actual number of bedrooms in the unit. Indicate if secondary rooms (den, playroom etc) will be converted into a bedroom.

PROPOSED RENT

The Housing Authority must determine after the inspection whether the proposed rent is reasonable in comparison to rents for other comparable unassisted units. The Housing Authority must consider:

- (1) the location, quality, size, unit type, and age of the unit; and
- (2) any amenities, housing services, maintenance and utilities provided and paid by the owner.

In some case, it may be necessary to negotiate a lower rent. When this happens, the owner may not demand or accept any rent payment in excess of the calculated Tenant Rent. The family is not responsible for the Housing Assistance portion.

SECURITY DEPOSIT

The owner may collect a security deposit from the tenant. It may not exceed current market practice. When the family moves out of the unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant. **The HA is not responsible for tenant-caused damages, unpaid rent or utility bills.**

UTILITIES AND APPLIANCES

Check either Owner or Tenant Column indicating who is responsible for paying the bill.

There must be a separate meter for each utility (gas, electric, water, etc.) the tenant will be paying.

Two or more families may not split the cost of utility bills, water, sewage or trash removal.

The cost of shared utilities and services must be included in the proposed rent and the Owner/Landlord **(O)** is responsible for paying those bills. Tenants may not reimburse the owner for bills that are not in their names. There are local communities that require the LANDLORD to keep the water, sewage and trash collection in their name. Therefore these bills must be included in the PROPOSED RENT. The Tenant is not permitted to make side-payments to the Landlord.

TENANT SCREENING

The HA does not screen a family's behavior or suitability for tenancy. Such screening is the owner's responsibility. LANDLORD'S ARE RESPONSIBLE FOR SCREENING AND SELECTING TENANT'S.

OWNER'S LEASE.

Owners must submit a proposed blank, undated Lease for WCHA approval. The owner's Lease must include word-for-word all provisions of the HUD Lease Addendum (copy listed in back of the informational booklet included in the "Owner's Packet." The initial Lease term must be for at least 12 months and provide for automatic renewal on a month-to-month basis. Or instead of automatic renewal, the owner may offer the family a new 12 month Lease.

INSPECTION OF THE RENTAL UNIT

The WCHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the lease and unit will be approved. The HA must try to execute the Housing Assistance Payments Contract no later than 60 calendar days of the start of the Lease. HAP payments are mailed on or about the fifth of each month, but never later than the fifteenth.

LANDLORD'S NAME, ADDRESS & SOCIAL SECURITY NO. OR BUSINESS TAX I.D. NUMBER

Bottom Left:

Enter date, name, address and phone number of the owner or other party authorized to execute the lease. The name and address entered should match the name, address and social security number entered on Form W-9 Request for Taxpayer Identification Number.

11/97, rev 1/99, rev 2/05 reqdir (tba/tba8)

**WESTMORELAND COUNTY HOME RENTAL ASSISTANCE COUPON PROGRAM
REQUEST FOR UNIT APPROVAL**

TENANT NAME & APPLICATION NO.	LANDLORD NAME (Individual or Business)	NO. OF BEDROOMS
UNIT NO. & ADDRESS This unit is located in Westmoreland County in the <i>(circle one: City / Borough / Township)</i> of _____	LANDLORD'S ADDRESS Telephone No. _____	

INSTRUCTIONS:

This form should be completed by the Tenant and the Landlord to request the **WESTMORELAND COUNTY HOUSING AUTHORITY's (WCHA's)** approval of the unit for which the Tenant has elected to receive rental assistance *(at this time WCHA is unable to approve units located in New Kensington and Arnold)*.

Landlord: Please read the sample Lease Addendum and information about Housing Quality Standards provided in the Tenant's Rental Packet. After the Tenant submits this request to the WCHA, a staff member will contact you to arrange for an inspection. **The WCHA is not responsible for any part of the rent prior to unit approval and execution of the HOME Coupon Contract.**

LANDLORD --- Please attach a copy of your proposed Lease to this form. Insert all data in your lease. **DO NOT** date or sign this lease. Lease will be signed after the unit passes inspection.

TENANT & LANDLORD to complete forms and return to:

WESTMORELAND COUNTY HOUSING AUTHORITY, Section 8 Department, R D 6 Box 223 South Greengate Road, Greensburg, PA 15601-9308.

Do not sign a lease until the **WCHA** has inspected and approved the unit.

(1) **Type of Unit:** Single Family Semi-detached/Row House Garden/Walk up
 Elevator/High Rise Mobile Home Date Constructed: _____

(2) **Most recent rent charged:** \$ _____ **Proposed Contract Rent:** \$ _____
Were the same utilities/appliances included in the rent: Yes No

(3) UTILITIES and APPLIANCES	Provided by Owner	Provided by Tenant
Heating (fuel type: _____)	<input type="checkbox"/>	<input type="checkbox"/>
Cooking (fuel type: _____)	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water (fuel type: _____)	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>
Sewage (<input type="checkbox"/> City <input type="checkbox"/> Septic)	<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection	<input type="checkbox"/>	<input type="checkbox"/>
Range/Stove	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>

(4) **SECURITY DEPOSIT:** \$ _____

OWNER CERTIFICATION: By executing this request the Owner agrees that the required Lease Addendum is acceptable and certifies that: (1) the information provided on the form is accurate and true and (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract; (3) the unit currently meets Housing Quality Standards (or will be brought to HQS standards before the Rental Assistance Contract is executed; and (4) this unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap or familial status.

Tenant Name & Current Address (Type or Print): Phone No.: (724)	Landlord Name (Type or Print): ✓
(Signature & Date) ✓	(Signature & Date) ✓

Request for Unit Approval Attachment

Date Constructed ___ prior to 1950 ___ 1950 to 1960 ___ 1961 to 1970 ___ 1971 to 1978
___ 1979 to 1985 ___ 1986 to present

Location ___ Residential ___ Commercial ___ Residential/Commercial ___ Rural

Walking Distance to ___ Schools ___ Churches ___ Shopping ___ Hospitals ___ Public transportation

Was unit advertised in local papers? ___ Yes ___ No If YES, attach copy of newspaper advertisement.

No. of Apartments in Building/complex: Circle One: 2 3 4 5 6 _____

<u>Apt #</u>	<u>Bedroom Size</u>	<u>Rent Charged</u>

Are family and owner related? ___ Yes ___ No. If YES, what is relationship? _____ The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f) **OWNER CHARACTERISTICS:** (NOTE: Used for HUD statistical purposes.)

Sex (check one): Male Female

Race (check one): White African American/Black American Indian or Alaskan Native
 Hispanic Asian or Pacific Islander Other (specify):

g) **MAINTENANCE AND SERVICES.** Please advise your tenant the procedures they are to follow when emergencies arise with problems relating to electricity, plumbing, heating, etc.

Please check off the following documentation and make sure everything is attached to the REQUEST FOR UNIT APPROVAL:

- ___ a) Request For Unit Approval form.
- ___ b) Request for Unit Attachment
- ___ c) Form W-9 Taxpayer I.D. Form
- ___ d) Landlord Certification & Lead Base Paint Disclosure
- ___ e) Verification of **OWNERSHIP** (i.e., copy of deed, closing statement, tax records, escrow statement, etc.).
- ___ f) Verification showing there are **NO DELINQUENT TAXES** owed on this property. If property is mortgaged, a copy of your last escrow statement showing the property address and taxes being disbursed from the escrow is sufficient. We will accept copies of paid tax receipts or statements from local taxing authorities (Borough, Township, School District, etc.) verifying there are no delinquent taxes.
- ___ g) Proposed Owner's Lease

LANDLORD (OWNER) CERTIFICATION

Owner's Assurance of Compliance with Executive Order 11063 and with Title VIII of the Civil Rights Act of 1968.

Non-Discrimination. The owner must not discriminate against any person because of race, color, creed, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under any subsidized program. The owner must cooperate with the Housing Authority and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with subsidized programs.

Owners Barred from Participation. The PHA must not approve the assisted tenancy if the PHA has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct the PHA not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

Leasing to Relatives. The PHA must not approve a Request for Tenancy Approval if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. The PHA may make an exception as a reasonable accommodation for a family member with disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

Conflict of Interest. The PHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- (1) Any present or former member or officer of the PHA (except a participant commissioner);
- (2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
- (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; and
- (4) Any member of the Congress of the United States.

Owner Actions that May Result in Disapproval of a Tenancy Request. HUD regulations permit the PHA, at the PHA's discretion, to refuse to approve a request for tenancy if the owner has committed any of a number of different actions. If the PHA disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner's properties unless the owner has violated the HAP contract for those units. The PHA will refuse to approve a request for tenancy if the PHA becomes aware that any of the following are true:

- (1) The owner has violated obligations under a HAP contract

under Section 8 of the 1937 Act (42 U.S.C. 1437f);

- (2) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- (3) The owner has engaged in any drug-related criminal activity or any violent criminal activity;
- (4) The owner is subject to a lifetime registration requirement under a state sex offender registration program;
- (5) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- (6) The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) is drug-related criminal activity or violent criminal activity;
- (7) The owner has a history or practice of renting units that fail to meet state or local housing codes; or
- (8) The owner has not paid state or local real estate taxes, fines or assessment.

Legal Ownership of Unit. The PHA will only enter into a contractual relationship with the legal owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal ownership (i.e., deed of trust, proof of taxes for most recent year).

Approved Residents of Unit. The members listed on the dwelling lease are approved by the PHA. The owner or owner's representative is not permitted to live in the assisted unit.

Housing Quality Standards (HQS). The owner is required to perform necessary maintenance to the assisted unit so it continues to meet the HQS requirements.

Tenant Rent Payments. The owner is required to collect only the amount determined by the PHA. The owner is not permitted to collect additional amounts unless they are specified in the lease.

Report Vacancies to the PHA. The owner must report vacancies immediately to the PHA when they occur.

I have read the above program information and certify that I currently qualify to participate as an owner (landlord).

Owner/Landlord/Agent Signature _____ Date _____

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.

**HOME Program
Eligibility Release Form**

Organization requesting release of information (PJ name, address, telephone, and date)

**Westmoreland County Housing Authority
Section 8 Department
154 South Greengate Road
Greensburg PA 15601-6392
(724) 832-7258, 337-7444, 684-7704
Fax (724) 832-7488**

Date:

Purpose: Your signature on this HOME Program Eligibility Release Form, and the signatures of each member of your household who is 18 years of age or older, authorizes the above-named organization to obtain information from a third party relative to your eligibility and continued participation in the:

- HOME TBRA Program
- HOME Homebuyer Program
- HOME Rental Rehabilitation Program
- HOME Homeowner Rehabilitation Program

Privacy Act Notice Statement: The Department of Housing and Urban Development (HUD) is requiring the collection of the information derived from this form to determine an applicant's eligibility in a HOME Program and the amount of assistance necessary using HOME funds. This information will be used to establish level of benefit on the HOME Program; to protect the Government's financial interest; and to verify the accuracy of the information furnished. It may be released to appropriated Federal, State, and local agencies when relevant, to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in a delay or rejection of your eligibility approval. The Department is authorized to ask for this information by the National Affordable Housing Act of 1990.

Instructions: Each adult member of the household must sign a HOME Program Eligibility Release form prior to the receipt of benefit and on an annual basis to establish continued eligibility. Additional signatures must be obtained from new adult members whenever they join the household or whenever members of the household become 18 years of age.

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

Head of Household-Signature, Printed Name, and Date:
Family Member HEAD

Other Adult Member of the Household-Signature, Printed Name, and Date:
Family Member #2

Information Covered: Inquiries may be made about items initialed by applicant/tenant:

	Verification Required	Initials
Income (all sources)	X	
Assets (all sources)	X	
Child Care Expense	X	
Handicap Assistance Expense (if applicable)	X	
Medical Expense (if applicable)	X	
Other (list) _____ _____	X	
Dependent Deduction ____ Full-Time Student	X	
____ Handicap/Disabled	X	
____ Family Member		
____ Minor Children	X	

Authorization: I authorize the above-named HOME Participating Jurisdiction and HUD to obtain information about me and my household that is pertinent to eligibility for participation in the HOME Program.

I acknowledge that:

- (1) A photocopy of this form is as valid as the original.
- (2) I have the right to review the file and the information received using this form (with a person of my choosing to accompany me).
- (3) I have the right to copy information from this file and to request correction of information I believe inaccurate.
- (4) All adult household members will sign this form and cooperate with the owner in this process.

Other Adult Member of the Household-Signature, Printed Name, and Date:
Family Member #3

Other Adult Member of the Household-Signature, Printed Name, and Date:
Family Member #4

08/01 homeauth

AUTHORIZATION FOR THE RELEASE OF INFORMATION

CONSENT:

I authorize and direct any Federal, State, or local agency, organization, business, or individual to release to **WESTMORELAND COUNTY HOUSING AUTHORITY (HA)** any information or materials needed to complete and verify my application for participation, or to maintain my continued assistance under the Section 8, Public or Indian Housing or any other housing assistance program. I understand and agree that this authorization or the information obtained with its use may be given to and used by the Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies.

I also consent for HUD or the HA to release information from my file about my rental history to HUD, credit bureaus, collection agencies, or future landlords. This includes records on my payment history, and any violations of my lease or HA policies.

INFORMATION COVERED:

I understand that, depending on program policies and requirements, previous or current information regarding me or my household may be needed. Verifications and inquiries that may be requested, included but are not limited to:

- Identity and Marital Status Employment, Income, and Assets
- Residence and Rental Activity Medical or Child Care Allowances
- Credit, Drug-related and Criminal Activity

I understand that this authorization cannot be used to obtain any information about me that is not pertinent to me eligibility for and continued participation in a housing assistance program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED:

The groups or individuals that may be asked to release the above information (depending on program requirements) include but not limited to:

- | | | |
|--|-------------------------------------|---|
| Previous Landlords (including Public Housing Agencies) | State Unemployment Agencies | Social Service Agencies |
| Courts and Post Offices | Social Security Administration | Drug & Alcohol Agencies |
| Schools and Colleges | Medical and Child Care Providers | Children & Youth Services/Children's Bureau |
| Law Enforcement Agencies | Veterans Administration | |
| Support and Alimony Providers | Retirement Systems | |
| Past and Present Employers | Banks and Financial Institutions | |
| Welfare Agencies | Credit Providers and Credit Bureaus | |
| | Utility Companies | |

CONDITIONS:

I agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file with the HA and will stay in effect 15 months from the date signed. I understand that I have a right to review my file and correct any information that I can prove is incorrect.

SIGNATURES:

Print Name	Social Security No.	Signature	Date
Head of Household			
Spouse/Other Adult			
Other Adult			
Other Adult			

12/97 forms\release

Head of household must complete, sign and date this form. Refer to the list of Documents Needed for Your Interview. Review and check off the types of accounts you have. Attach copies of current financial documents showing current balances, interest rates, interest earned, etc., on savings, stocks, bonds and all other interest bearing accounts. (Last six check statements required to figure out your average six month balance.)

ASSET WORKSHEET							
TYPE OF ASSET	CHECK EACH ASSET YOU HAVE	NAME OF INSTITUTION	ACCOUNT NUMBER	I OR C	CASH VALUE	RATE OF INTEREST	ACTUAL YEARLY INCOME
CHECKING ACCOUNT							
SAVINGS ACCOUNT							
TRUSTS (money available?)							
Equity in Rental Property							
Capital Investments							
Stocks, Bonds, Treasury Bills							
Certificates of Deposit							
Money Market Fund							
IRA, Keough Account							
INCOME - Lump Sum from Retirement or Pension Payments							
ASSETS - Lump Sum Payments Inheritances Capital Gains Lottery Winnings Insurance Settlements							
Divestiture of Assets below Fair Market Value							
Other							
TOTAL ASSETS AND INCOME FROM ASSETS							
IMPUTED INCOME FROM ASSETS (if CASH VALUE exceeds \$5,000, multiply CASH VALUE times 2% (.02) equals Imputed Income from Assets)					X .02		
Use whichever figure is LARGER, and add this amount to the family's income.							

CERTIFICATION FOR ASSETS AND DIVESTITURE OF ASSETS

I here certify that I have reviewed the above listing of ASSETS and to the best of my knowledge have disclosed ALL information. **CHECK ONE OF THE FOLLOWING:**

_____ **I HAVE NOT DISPOSED OF ASSETS FOR LESS THAN FAIR MARKET VALUE** during the two year period (24 months) preceding the effective date of my certification or recertification of eligibility for program participation. (Examples: sold or given away any property or cash for less than it was worth.)

_____ **I HAVE DISPOSED OF ASSETS FOR LESS THAN FAIR MARKET VALUE** within the two year period (24 months) preceding the effective date of my certification or recertification.

_____ I have given away cash to family members so I would pay less than my fair share of rent.

_____ I have given or sold property to family members for less than it was worth so I would pay less than my fair share of rent.

I have been made aware of the provisions of Section 1001 of Title 18 of the U.S. Code. I understand that it is a criminal offense, punishable by \$10,000 fine or 10 years imprisonment or both, to make willful statements of misrepresentation to any Department or Agency of the United States as to any matter within its jurisdiction.

Signature of Tenant: ✓ _____	Date: _____
------------------------------	-------------

**CERTIFICATION OR RECERTIFICATION OF ANNUAL INCOME
BY TENANT FAMILY AND GOVERNMENT PROGRAMS**

Household Information

Head of Household Name: _____

Resides at the following address: _____

Household size (total number in household): _____

Current Telephone Number: _____

Household members (list):

Income Information

Annual (gross) income (total of all household members): \$ _____

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to Westmoreland County Housing Authority and/or Property Owner/Manger.

Description	Signature	Date Signed
Head of Household	X	
Spouse, Co-Head or Other Adult	X	
Authorized Representative of Family	X	
Representative's Title		

The above family receives benefits under the **HOME TENANT BASED RENTAL ASSISTANCE PROGRAM**. As such, the annual income of this household has been examined and determined to be below the income limit for the program as shown above.

Certified by:

Description	Signature	Date
Signature of Authorized PHA Representative	X	
Name (Print)		
Title		
Agency	Westmoreland County Housing Authority	

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false statements to any department of the United States Government.

PART 1: DECLARATION OF U.S. CITIZENSHIP. Beginning June 19, 1995, to receive or continue receiving financial assistance is contingent upon the submission and verification, as appropriate, of the evidence of citizenship or eligible immigration status. Under penalty of perjury, each family member's signature that appears below, contends that he or she is a U.S. citizen or a noncitizen with eligible immigration status.

FIRST NAME, M.I., LAST NAME.	RELATION-SHIP TO HEAD	SEX	DATE OF BIRTH	SOCIAL SECURITY NO.	✓ IF MINOR CHILD	SIGNATURE For each child, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child.	Y/N U.S. CITIZEN	Y/N NONCITIZEN ELIGIBLE IF "Y" GO ON TO PART 2	DATE SIGNED
	HEAD								

YOU DO NOT HAVE TO COMPLETE THE REST OF THIS FORM IF EVERYONE IN YOUR FAMILY IS A U.S. CITIZEN.

PART 2: *VERIFICATION CONSENT FORM. Each family member that indicates they are a noncitizen with eligible immigration status, must sign this verification of consent form and present one of the following documents. A photocopy of the original document will be kept in the family's file: For noncitizens who are or will be 62 years of age or older on 6/19/95, they must present a proof of age document and one of the following: (1) Form I-551, Alien Registration Receipt Card (for permanent resident aliens); (2) Form I-94, Arrival-Departure Record with specific annotations; (3) If Form I-94 is not annotated, additional records are required; (4) Form I-688, Temporary Resident Card; (5) Form I-688B, Employment Authorization Card; and (6) A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified.

VERIFICATION OF ELIGIBLE IMMIGRATION STATUS. Verification will be conducted simultaneously with verification of other aspects of eligibility for assistance under a covered program. For each family member, the family is required to submit evidence of eligible status only one time during continuously assisted occupancy under any covered program. (1) Primary Verification: The PHA will use the INS SAVE system that provides access to name, file numbers and admission numbers of noncitizens.; (2) Secondary verification: If primary search fails the PHA will forward copies of documentation to the INS and they will manually search its records; (3) If the secondary search fails the PHA will notify the family their right to appeal to the INS of the INS finding on immigration status. The PHA shall not be liable for any action, delay, or failure of the INS in conducting the automated or manual verification.

LAST NAME	FIRST NAME	M.I.	SIGNATURE	ALIEN REG. NO.	ADMISSION NO.	NATIONALITY	SAVE NO.

NOTICE OF RELEASE OF EVIDENCE: The PHA may release evidence of eligible immigration status, without responsibility for the further use or transmission of the evidence by: (1) HUD as required by HUD; and (2) the INS for purposes of verification of the immigration status of the individual. HUD may release evidence of eligible immigration status to the INS for purposes of establishing eligibility for financial assistance and not for any other purpose. HUD is not responsible for the further use or transmission of the evidence or other information by the INS.

7/95 form No. 6011/cit2am