

SHA TRANSFER CHECKLIST
Section 8 Mod-Rehab Programs



Sender: _____ Bldg ID: _____ Phone: _____ Date: _____

Household Name: _____ Household SSN: _____

Assemble materials from top to bottom

	1. Personal Declaration
	2. Statement of Family Responsibility
	3. Authorization for the Release of Information (HUD 9886)
	4. SHA Release of Information

INCOME

	1. Income Verification (either WSHFC forms or SHA forms will be accepted)
	2. Self-Employment Verification include a signed copy of last year's tax return (WSHFC Self-Employment Verification can be substituted for this form)
	3. Zero Income Affidavit (SHA form)

ASSETS

	1. Asset Verification (if assets in excess of \$5,000) (WSHFC forms or SHA forms)
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DISABILITY PROGRAM DEDUCTION

(if applicable)

	1. Professional Certification of Disability (WSHFC Disability Verification can be substituted for this form)
	3. Out of Pocket Medical Deductions include prescription printout or receipts

Please submit after tenant enters into lease agreement.	1. Initial Inspection Self-Certification
	2. Copy of the Lease and Tenancy Addendum
	3. Damage Payment and Drug form
Date of Transfer:	New Unit #: Old Unit #:

Seattle Housing
 Authority
 Porchlight Office

907 NW Ballard Way, Ste.
 200
 Seattle, WA 98107
 www.seattlehousing.org

CONTACT NUMBERS FOR MOD-REHAB

► New Applications AND Special Reviews: (206) 239-1618

► New Move-Ins AND Transfers: (206) 239-1630

► Annual Reviews AND Move-Outs for Mod-Rehab: (206) 239-1716

► FAX: (206) 615-3308



**Moderate Rehabilitation and Project-Based
Initial Inspection Self-Certification**

Building Name:

New Resident Name: SSN: _____

Unit Number:

I, _____, building manager, certify that unit number _____ has been inspected by the Seattle Housing Authority within the last twelve months. I further certify that the following HUD Housing Quality Standards at 24 CFR 982.401 were met on the date that the new resident/participant first occupied the unit:



- ◇ The plumbing systems and sanitary facilities are in proper operating condition
- ◇ The dwelling unit provides adequate space and security for the family
- ◇ The lock(s) to the unit are working properly
- ◇ The heating system is safe for heating the dwelling unit (and a safe cooling system, where present)
- ◇ The electrical fixtures and wiring ensure safety from fire
- ◇ The electrical outlets are in proper operating condition
- ◇ The dwelling unit is structurally sound
- ◇ The ceilings, walls, and floors do not have any serious defects
- ◇ Elevators (if any) are working and safe
- ◇ The dwelling unit and its equipment are in sanitary condition
- ◇ The dwelling unit and its equipment are free of vermin and rodent infestation
- ◇ The unit contains a working smoke detector
- ◇ Lead Based Paint - The dwelling unit and common areas (including the exterior of the building, fences, storage buildings, garages, etc.) have no chipping, peeling, and/or chafing paint

Name and Title

Signature

Date



	<p><i>Porchlight – Community Services of Seattle Housing Authority</i> 907 NW Ballard Way, Suite 200, Seattle WA 98107</p> <p>(206) 239-1500 Phone 1(800) 545-1833, ext. 589 TDD (206) 239-1770 FAX Internet: www.seattlehousing.org</p>	
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Head of Household Name: _____

SSN: _____

DAMAGE PAYMENT RESPONSIBILITY

Damages you have allowed or caused to a unit, which you leased under the Section 8 program, are your responsibility. The Section 8 program does not pay for either damages or security deposits. During your occupancy, you can be billed by the owner for the cost of repairs if the damage is considered to be in excess of "normal wear and tear."

If the housing provider determines when you vacate that the cost for repairs is more than your damage deposit, the housing provider may file suit in the Small Claims court for restitution. Any judgment and fees are your responsibility to pay.

It's a good idea to talk directly with the housing provider about damages and make arrangements to pay for them before it becomes a bigger problem.

Signature _____ Date _____

**HOUSING IS A GOOD DEAL,
BUT NOT A GOOD PLACE TO "DEAL"**

If you or any member of your household use or "Deal" in illegal drugs, think twice about applying for or accepting housing assistance from the Seattle Housing Authority (SHA). Illegal drugs have no place in SHA's Section 8 Program.

We will do our best to terminate participation of any Section 8 Participant who uses and/or "Deals" in illegal drugs, or allows others to do so in their home. So, if you are into the drug scene, look elsewhere for your housing!

We are only interested in providing Section 8 assistance to law-abiding households who legitimately need low-income housing, who will pay their rent on time, and who will respect their neighbors' rights. If this describes you and your family, you will be welcome in the Section 8 Program.

If you use or "Deal in drugs, or if you allow someone to use or sell drugs from your place of residence, your participation in the Seattle Housing Authority's Section 8 Program will be terminated.

Signature _____ Date _____



Statement of Family Responsibility

Section 8 Project-Based Assistance
Rental Certificate Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing
OMB Approval No. 2577-0169 (Exp. 4/30/2001)

Tenant ID:

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information authorizes a family to occupy a project-based certificate program unit under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information also sets forth the family's obligations under the section 8 rental certificate program.

Please read the **entire** document before completing the form. Fill in the blanks below. Type or print clearly

1. Certification. The undersigned housing agency (HA) hereby certifies that the family headed by _____

and which consists of the following members:

is eligible to participate in the Section 8 Project-Based Certificate Program of this HA and is approved to occupy a unit located at _____

Under this program, the HA makes housing assistance payments on behalf of participating families toward their rents to owners of decent, safe, and sanitary units rehabilitated under the Program.

2. Family Portion of Rent.

A. Tenant Rent. The total amount that the family will be obligated to pay monthly towards rent and utilities is based on the family's income and is called the tenant rent.

B. Family Payment to Owners. The amount that the family will be obligated to pay monthly to the owner will be the amount of the tenant rent unless the family is responsible for paying for any utilities. If the family must pay for any utilities directly, the family will pay to the owner the tenant rent minus the HA determined appropriate allowance for tenant-purchased utilities and services.

C. Changes in Family Income and Allowances. The amount of the family's required tenant rent may change because of changes to program rules and changes in family income, composition, and other allowable deductions such as medical and child care expenses.

3. HA Portion of Rent. The HA will pay to the owner on behalf of the family the difference between the family's payment to the owner and the monthly contract rent in the lease.

4. Obligations of the Family.

A. The family must follow the rules listed below in order to continue participating in the Section 8 Project-Based Certificate Program.

B. The family must:

1. Supply any information that the HA 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.

2. Disclose and verify Social Security Numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the HA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the HA in writing when the family is away from the unit for an extended period of time in accordance with HA policies.
5. Allow the HA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the HA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify the HA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request HA written approval to add any other family member as an occupant of the unit.
10. Promptly notify the HA in writing if any family member no longer lives in the unit.
11. Give the HA a copy of any owner eviction notice.
12. Pay utility bills and supply appliances that the owner is not required to supply under the lease.

C. Any information the family supplies must be true and complete.

D. The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Participate in illegal drug or violent criminal activity.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive Section 8 Project-Based Certificate 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.

7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

5. Illegal Discrimination.

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing

discrimination complaint with any HUD office in person, by mail, or by telephone. The HA will give the family information on how to fill out and file a complaint.

6. Termination of Assistance.

- A. If the family voluntarily vacates the unit, there is no guarantee that further housing assistance will be provided.
- B. The HA may deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below:
 1. If the family violates any family obligations under Section 4;
 2. If any member of the family has ever been evicted from public housing;
 3. If an HA has ever terminated assistance under the certificate or voucher program for any member of the family;

4. If any member of the family participates in illegal drug or violent criminal activity;
5. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
6. If the family currently owes any money to the HA or another HA in connection with Section 8 or public housing assistance;
7. If the family has not reimbursed any HA for amounts paid to an owner under a contract for rent, damages to the unit, or other amounts owed by the family under the lease;
8. If the family breaches an agreement with the HA to pay amounts owed to an HA, or amounts paid to an owner by an HA; or
9. If the family engaged in or threatened abusive or violent behavior toward HA personnel.

Keep This Statement For Your Records.

Name of HA	Name of Family (Head of Household)
Address	Address
Telephone Number	Telephone Number
	By
By (Signature and Title)	(Signature of Family Representative)
Date	Date

**Section 8 Moderate
Rehabilitation Program
Addendum to Lease
(for HAP contracts Dated November 1983 and Later.)**

The following additional Lease provisions are incorporated in full in the Lease between _____
_____(Lessor) and

(Lessee)

for the following dwelling unit: _____

In case of any conflict between these and any other provisions of the Lease, these provisions shall prevail:

a. The total rent per month shall be: \$ _____

b. Of the total rent, the amount payable by the HA as housing assistance payments
on behalf of the Family shall be: \$ _____

and the amount payable by the Family shall be: \$ _____

These amounts shall be subject to change in accordance with HUD-established schedules and criteria. However, in no case shall the total rent be less than the amount stated in paragraph a. Any such change shall be effective as of the date stated in a notification to the Family and the Owner which shall amend this lease.

c. If the Owner has required the Family to pay a security deposit, the amount is: \$ _____

d. The Owner shall provide the following utilities and appliances to the Family under this Lease:

e. The Owner shall provide maintenance and services as follows:

(1) The owner shall maintain the dwelling unit, equipment, common areas, and facilities provided for the use and benefit of the Family in compliance with applicable Housing Quality Standards.

(2) The Owner shall respond in a reasonable time to calls by the Family for services consistent with the obligations under the Lease. Where applicable (as in the case of multi-unit buildings), the maintenance with respect to common areas, facilities and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns and shrubs; and removal of snow and ice.

(3) Extermination services and repainting shall be provided by the Owner as conditions may require.

f. The Owner shall not terminate or refuse to renew the lease except upon the following grounds: (1) Serious or repeated violations of the terms and conditions of the lease; (2) Violation of applicable Federal, State or local law; or (3) Other good cause. In accordance with HUD requirements, the Owner must serve the Family a written notice of termination stating the reasons for and the date of the termination of tenancy. All evictions must be carried out through the judicial process under State and local law. This paragraph (f) is only applicable while the unit is covered by a Housing Assistance Payments contract on behalf of a Family eligible for assistance.

g. The Owner shall not discriminate against the Family in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, handicap or national origin.

h. This Lease has been signed by the parties on the condition that:

(1) This Lease shall not become effective unless the HA has executed a Housing Assistance Payments Contract with the Owner either prior to or effective the first day of the term of the Lease.

(2) This Lease shall end no later than the termination date of the Housing Assistance Payments Contract. In the event that the HA determines, after having given the Family reasonable notice (with a copy to the Owner) and opportunity to respond, that the Family is ineligible for further housing assistance payments because of failure to comply with the Family's obligations under the Statement of Family Responsibility, the HA shall notify the Owner and the Family of such determination. Such determination shall be grounds for termination of this Lease by the Owner.

- I. Notwithstanding anything to the contrary contained in the Lease, any provision, term, condition, covenant or agreement of the Lease which falls within the classifications below shall be inapplicable.
- (1) **Confession of Judgment.** Consent by the Family to be sued, to admit guilt, or to accept without question any judgment favoring the Owner in a lawsuit brought in connection with the Lease.
 - (2) **Seize or Hold Property for Rent or Other Charges.** Authorization to the Owner to take property of the Family and/or hold it until the Family meets any obligation which the Owner has determined the Family has failed to perform.
 - (3) **Exculpatory Clause.** Prior agreement by the Family not to hold the Owner or its agents legally responsible for acts done improperly or for failure to act when it was required to do so.
 - (4) **Waiver of Legal Notice.** Agreement by the Family that the Owner need not give any notices in connection with (i) a lawsuit against the Family for eviction, money damages, or other purpose, or (ii) any other action affecting the Family's rights under the Lease.
 - (5) **Waiver of Legal Proceedings.** Agreement by the Family to allow eviction without a court determination.
 - (6) **Waiver of Jury Trial.** Authorization to the Owner's lawyer to give up the Family's right to trial by jury.
 - (7) **Waiver of Right to Appeal Court Decision.** Authorization to the Owner's lawyer to give up the Family's right to appeal a decision on the ground of judicial error or to give up the Family's right to sue to prevent a judgment from being put into effect.
 - (8) **Family Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit.** Agreement by the Family to pay lawyer's fees or other legal costs whenever the Owner decides to sue the Family whether or not the Family wins.

(Print or Type Name of Owner or Other Party Authorized to Execute the Lease)

(Print or Type Name of Family Representative)

By: _____
(Signature)

By: _____

By _____
(Signature of Family Representative)

Date: _____

Date: _____

(Business Address)

(Present Address of Family, Street, Apt. No., if any)

(City and ZIP Code)

(City and ZIP Code)

(Telephone Number)

(Telephone Number)