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CHANGE OF OWNERSHIP PACKET

Thank you for your interest in the Caribou Housing Authority's (CHA) Voucher Programs. This program is designed to help low-income households bridge the gap between what they can afford to pay for rent based on their income and actual rent for a market rental.

This packet is broken up into two sections.

- 1.) The first few pages is intended for new owners or assigned agents/property managers of dwelling units that are leased to existing Section 8 or Mainstream Participants. As a new owner/agent, it is important that you understand that the housing authority, owner/landlord and participant each have different roles and responsibilities in the program.
- 2.) The second section, starting at the "Change of Ownership Checklist", are documents that need to be completed and returned to the Caribou Housing Authority. CHA is unable to reassign an existing Housing Assistance Payment (HAP) Contract to a new owner or agent until all required documents are submitted.

If you have any questions about Caribou Housing Authority' Housing Choice Voucher (Section 8) program, or the requirements for participating Landlords, please contact our office at (207) 493-4234 or by email lplourde@cariboumaine.org.

Thank you for your interest in the Housing Choice Voucher Program.

Sincerely,

Lisa Plourde

Lisa Plourde
Housing Director
Caribou Housing Authority

BASIC VOUCHER PROGRAM REQUIREMENTS

HUD requires the Caribou Housing Authority to assist families in their housing search by providing the family with a list of landlords or other parties known to the CHA who may be willing to lease a unit to the family, or to help the family find a unit. Although the CHA cannot maintain a list of owners that are pre-qualified to participate in the program, owner may indicate to the CHA their willingness to lease a unit to an eligible HCV family, or to help the HCV family find a unit [24 CFR 882.301(b) (11)].

Caribou Housing Authority maintains a listing of owners (Owner name, type of rental units, and phone numbers) who are willing to lease a unit to an eligible HCV family. This list is provided to the HCV family as part of the information briefing packet.

Tenant Screening

When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any other potential unassisted tenant. The CHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenant.

The CHA will inform the owner or manager of his/her rights and obligations under the Violence Against Women Act of 2013 (VAWA) [24 CFR 5.2005(a)(2)]. See "*Notice to Housing Choice Voucher Owners and Managers Regarding the Violence Against Women Act (VAWA)*".

Request for Tenancy Approval

If the owner is willing, the family and the owner must jointly complete a Request for Tenancy Approval (RTA), Form HUD 52517), which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program's requirements.

For units constructed prior to 1978, owner must either (1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or (2) attach a lead-based paint disclosure statement.

When submitted to the CHA, this document is the first step in the process of obtaining approval for the family to receive the financial assistance it will need in order to occupy the unit.

Owner Qualification

The owner must be qualified to participate in the program (24 CFR 982.306). Some owners are precluded from participating in the program, or from renting to a family, either because of their history with this or another federal housing program, or because of certain conflicts of interest. See "*Property Owner Qualifications*" for more information.

Eligible Units

The selected unit must be of a type that is eligible for the program [24 CFR 982.305(a)]. Types of units that are eligible for the HCV program through the CHA are apartments, duplexes, mobile homes, and single-family homes.

Housing Quality Standards [24 CFR 982.305 and 24 CFR 982.401]

The selected unit must meet HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. The CHA will inspect the owner's dwelling unit at least annual to ensure that that unit continues to meet HQS requirements.

Rent Reasonableness [24 CFR 982.306 and 24 CFR 982.507]

The CHA must determine that the proposed rent for the unit is reasonable [24 CFR 982.305(a)]. The rent must be reasonable in related to comparable unassisted units in the area and must not be more than rents charged by the owner for comparable, unassisted units on the premises and in the immediate vicinity.

Rent Burden [24 CFR 982.508]

At initial lease-up of a unit, if the gross rent exceeds the applicable payment standard, the CHA must ensure that the family share does not exceed 40 percent of the family's monthly adjusted income. The term "family share" refers to the amount the family pays toward rent and utilities. The gross rent for the unit minus the total housing assistance payment (HAP) for the unit equals the family share.

Lease and Tenancy Addendum [24 CFR 982.308]

The family and the owner must execute a written dwelling lease agreement for the assisted unit. This written lease is a contract between the tenant family and the owner; the CHA is not a part to this contract.

Owners are encouraged to use their standards leases when renting to an assisted family.

All provisions in the HUD-required Tenancy Addendum must be added word-for-word to the owner's standard lease form. The Tenancy Addendum includes the HUD requirements for the tenancy. Because it is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

Lease Information

The assisted dwelling lease must contain:

- The names of the owner and tenant;
- The unit rented (address, apartment number, city)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner (contract rent)
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

Term of Assisted Tenancy

The initial term of the assisted dwelling lease must be for a minimum of 12-months. The initial lease term is also stated in the HAP contract.

During the initial term of the lease, the owner may not raise the rent to owner, nor change who is responsible for which utilities and appliances are to be supplied by the owner and/or family.

Security Deposit [24 CFR 982.313(a) and (b)]

The CHA is not responsible for the Security Deposit to the owner.

Housing Assistance Payment Contract [24 CFR 982.305]

The Housing Assistance Payment (HAP) Contract (Form HUD-52641), is a written agreement between the CHA and the owner of the dwelling unit. Under the HAP contract, the CHA agrees to make monthly housing assistance payments to the owner on behalf of the family, and the owner agrees to comply with all program requirements as stated in the HAP contract.

The HAP contract format is prescribed by HUD.

The CHA may not pay any housing assistance payments to the owner until the HAP contract has been executed. If the HAP contract is not executed within 60-days from the beginning of the contract, and lease, the CHA may not pay any housing assistance to the owner.

Housing Assistance Payments

The Caribou Housing Authority pays owners their HAP via direct deposit of funds into an owner designated financial account.

Deposits are made on the first business Friday of the month. For example, if the first business Friday of July is the 4th, the deposit will be made on the second Friday of the month.

BASIC HOUSING QUALITY STANDARDS INSPECTIONS

The goal of the Voucher Program is to provide “decent, safe and sanitary” housing at an affordable cost to low-income families. To accomplish this goal, program regulations set forth basic Housing Quality Standards (HQS) which all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. Units must always fully comply with HQS standards during the lease period. HQS defines “standard housing” and establishes the minimum criteria necessary for the health and safety of program participants.

It is highly recommended that before scheduling an inspection, owners conduct their own inspection, take notes on needed repairs and proceed with corrective action. The attached Rent Ready Checklist form provides a generalized checklist to determine a rent ready condition for a unit. Also attached is a list of HQS deficiencies which are the common causes for failed HQS inspections. Please note that for existing units on the program, the tenant is required to provide access to the Inspector for all HQS inspections. The information below highlights the important aspects of the inspection process.

Initial Inspection

A unit for occupancy must be inspected before the family can move in regardless of the date of the previous inspection. The initial HQS inspection is conducted with the owner before the lease and HAP Contract are signed. If a unit does not comply with HQS requirements within the CHA specified time frame, CHA may cancel the tenancy approval and instruct the family to search for a new unit. Under no circumstances is the family authorized to move in without receiving approval from CHA. A family moving in without appropriate authorization will be responsible for making the total rent payment. The owner will have no recourse against CHA for paying of rent for any period not covered by the HAP Contract.

Annual Inspections

On an annual/biannual basis, CHA will conduct an HQS inspection to ensure that the unit conditions are in compliance with housing quality standards. The annual inspection process includes scheduling the inspection, conducting the inspection, enforcing HQS requirements and when necessary, taking action to abate payments and terminate HAP contracts and program assistance. All life-threatening deficiencies must be corrected within 24 hours of inspection and all other cited HQS deficiencies must be corrected no more than 30 calendar days from the inspection unless CHA approves an extension. For HQS deficiencies that are the responsibility of the tenant and are not corrected within the prescribed time frames, CHA will take prompt and vigorous action to enforce family obligations and program requirements. Owners are encouraged to conduct their own inspections prior to the annual inspection to make necessary repairs and reduce the risk of abated payments.

Emergency Conditions

Emergency conditions are those violations that pose an immediate threat to the life, health or safety of tenants or that are related to fire safety hazards. When emergency conditions are identified, CHA staff will immediately notify both the owner and tenant and will specify which part is responsible for correcting the violation. The corrective actions specified in the notice must be taken within the required time period per CHA’s notice. If life threatening defects are not corrected within 24 hours, the housing assistance payment will be suspended and the HAP Contract terminated.

Quality Control Inspection

CHA has a public responsibility to ensure that units receiving Housing Choice Voucher Program assistance are safe, sanitary and decent as determined by the Housing Choice Voucher Quality Standards. HUD requires CHA to monitor its housing quality program through quality control inspections. To meet this objective, the housing authority randomly samples units that were inspected within the preceding three months. Therefore, it is quite possible for any unit to be inspected within thirty to ninety days of the last inspection.

Reinspection's

If your unit fails HQS inspection, as soon as the necessary repairs are completed it is very important that you contact CHA to let us know that the unit is ready for reinspection. Again, if you have questions about the content of an HQS Inspection Report, call as soon as possible and please, do so before any deadline. In the long run, you will discover that keeping in touch with the CHA staff saves you time and money.

Housing Quality Standards Inspection Report

Regardless of the type of inspection, following the inspection, CHA will provide you with an HQS Inspection Report. This report will list the deficiencies and designate a deadline for their correction, as well as items that are "inconclusive". Inconclusive means that additional information is needed to determine whether the item is or is not in compliance with housing quality standards. It is the owner's responsibility to contact the HCV Program office once the necessary repairs have been completed. If you have a question regarding any noted deficiency, please contact CHA upon receipt of HQS inspection report. A CHA representative will be happy to discuss the items with you

COMMON INSPECTION VIOLATIONS

At the time of inspection, the unit should be “move-in” ready. Provided below is a list of common inspections violations you may wish to review. If any of these violations are observed during the inspection, the unit may fail.

Sanitary Facilities

Bathroom:

- All worn or cracked toilet seats and tank lids must be replaced, and toilet lids must fit properly.
- All showers/tubs must not have any large cracks in the enamel or in the caulking.
- The shower head flange must be securely attached to the wall.

Food Preparation and Refuse Disposal

- Refrigerator gaskets must be intact and have a good seal.
- Drip pans for electric stoves are required.
- Should not be any large cracks or holes in the countertop.

Space and Security

- Windows that are accessible from the outside (i.e. basement and first floor) must be lockable.
- Exterior doors must be lockable, be weather tight to avoid air/water infiltration, have no holes, have trim intact and a have threshold.
- Interior doors must have no holes and have trim intact.
- Double key deadbolts are not allowed to be installed in any egress door of a unit or common area of the building.

Thermal Environment

- The heating system must be capable of maintaining an interior temperature of 68°F between October 1 and May 1.
- All heating systems must be serviced annually, with a dated inspection/service tag affixed or hung in the immediate vicinity of the system.

Illumination and Electricity

- Must have at least one openable window in the living room and sleeping room.
- Kitchen and bathroom must have at least one permanent ceiling or wall light in proper operating condition.
- Kitchen must have at least one working outlet.
- Living room and each sleeping room must have at least two electrical outlets or one outlet and one mounted light fixture in working condition.
- Electrical Outlets within 6’ of a water source (i.e. kitchen, bathroom, laundry rooms,) must be GFCI protected, or labeled properly.
- Interior stairways/hallways should have lighting available.

Structure and Materials

- Ceilings, walls, floors should not have any severe damage.
- A handrail is required on stairs (three or more consecutive steps).
- Porches/decks higher than three feet, must have a safety rail.
- Windows located within the tub/shower must be safety glass.

Interior Air Quality

- The bathroom must have either an openable window or a working exhaust fan.
- Bedrooms must have at least one openable window.

Life Safety

- Every unit must have at least one smoke detector, battery and hardwired.
- Every unit must have at least one carbon monoxide detector.
- Common areas (i.e. hallways) must have at least one smoke detector.
- Buildings and apartments must be numbered per the City of Caribou’s 911 Ordinance

BASIC RESPONSIBILITIES OF PARTIES

What Does the Caribou Housing Authority Do?

The CHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies to administer the program;
- Review applications from interested applicants to determine whether they are eligible for the program;
- Maintain a waiting list and select families for admission;
- Issue vouchers to eligible families and provide information on how to lease a unit;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Recertify families for continued eligibility under the program;
- Ensure that owners and families comply with their contractual obligations;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, the PHA's administrative plan, and other applicable federal, state and local laws.

What Does the Owner Do?

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine suitability as renters.
 - The CHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
 - The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.
- Comply with the terms of the Housing Assistance Payments contract executed with the CHA;
- Comply with all applicable fair housing laws and do not discriminate against anyone;
- Maintain the housing unit in accordance with Housing Quality Standards (HQS) and make necessary repairs in a timely manner;
- Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

What Does the Family Do?

The family has the following responsibilities:

- Provide the CHA with complete and accurate information as determined by the CHA to be necessary for administration of the program;
- Make their best and most timely efforts to locate qualified and suitable housing;
- Attend all appointments scheduled by the CHA;
- Allow the CHA to inspect the unit at reasonable times and after reasonable notice;
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
- Comply with the terms of the lease with the owner;
- Comply with the family obligations of the voucher;
- Not commit serious or repeated violations of the lease;
- Not engage in drug-related or violent criminal activity;
- Notify the CHA and the owner before moving or terminating the lease;
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
- Promptly notify the CHA of any changes in family composition;
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

PROPERTY OWNER QUALIFICATIONS

Per the Caribou Housing Authority's Administrative Plan :

The Caribou Housing Authority does not formally approve an owner to participate in the HDV program. However, there are a few criteria where the CHA may deny approval of an assisted tenancy based on the past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)].

OWNERS BARRED FROM PARTICIPATION [24 CFR 982.306(a) and (b)]

The CHA must not approve the assisted tenant if the Housing Authority has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under CFR part 24.

LEASING TO RELATIVES [24 CFR 982.306(d); HCV GB. 11-2]

The CHA must not approve a tenancy if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. The owner is required to certify that no such relationship exists.

The Housing Authority may make an exception as a reasonable accommodation for a family member with a disability.

CONFLICT OF INTEREST (24 CFR 982.161; HCV GB. 8-19)

The CHA must not approve a tenant in which of the following classes of person has any interest, direct or indirect tenure or for one year thereafter:

- Any present or former member of the PHA
- Any employee of the PHA, or any contractor, subcontract or agent of the PHA, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or state or local legislator, who exercises functions or responsibilities with respect to the program
- Any member of the Congress of the United States

OWNER ACTIONS THAT MAY RESULT IN DISAPPROVAL OF A TENANT REQUEST [24 CFR 982.3069(c)]

The CHA will refuse to approve a request for tenancy if the Housing Authority becomes aware that any of the following are true:

- The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in any drug-related criminal, violent-criminal, or criminal activity;
- The owner has a history or practice or 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;
- 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, or 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, violent-criminal or criminal activity;

- The owner has a history or practice of renting units that fail to meet state or local housing codes; or
- The owner has not paid state or local real estate taxes, fines or assessment.

The Caribou Housing Authority may, on a case-by-case basis, choose to approve an owner.

LEGAL OWNERSHIP OF UNIT

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

NOTICE TO HOUSING VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT VAWA

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

PROTECTIONS FOR VICTIMS

You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

PERMISSIBLE EVICTIONS

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

REMOVING THE ABUSER FROM THE HOUSEHOLD

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

If a tenant asserts VAWA’s protection, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim’s statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-5382. This form is available at the housing authority or online at <https://portal.hud.gov/hudportal/documents/huddoc?id=5382.docx>.
- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order, or administrative record.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

CONFIDENTIALITY

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

VAWA AND OTHER LAWS

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

ADDITIONAL INFORMATION

- If you have any questions regarding VAWA, please contact Caribou Housing Authority 207-493-4234.

DEFINITIONS

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction



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CHANGE OF OWNERSHIP CHECKLIST

The following documents are required before CHA can reassign an existing Housing Assistance Payment (HAP) contract to a new property owner. Please check off each document as it is completed and be sure to return all the required documents to the CHA in the order below, otherwise payment may be delayed.

IMPORTANT NOTE: If you own or are an officer of a Corporation or LLC you must provide verification that you authorized to sign documents on behalf of the organization. Such verification may include but not be limited to inclusion of your name on the EIN documents, Deed, Partnership Agreement, or your position clearly stated on the company website.

	√
Re-Assignment of Housing Assistance Payment Contract	<input type="checkbox"/>
Housing Choice Voucher (HCV) Housing Provider & Participant Certification	<input type="checkbox"/>
Property Owner Information	<input type="checkbox"/>
Property Owner Certification	<input type="checkbox"/>
Property Owner Eligibility Check	<input type="checkbox"/>
Property Owner/Agent Form (if applicable)	<input type="checkbox"/>
ACH/ Direct Deposit	<input type="checkbox"/>
IRS Form W-9 (completed for the payee ONLY)	<input type="checkbox"/>
Copy of Deed	<input type="checkbox"/>

Please note the following:

- For your request to take effect by a particular check issuance date, CHA must receive your completed packet before the final day for check processing that falls prior to that check issuance date. For more information, reference the Payment Processing Schedule. In addition, late requests forfeit any past payments.
- CHA does not prorate HAPs between two Owners. For example, if the property was purchased on the 5th of the month, CHA will pay the entire month to the previous Owner and the following month to the new Owner.

**RE-ASSIGNMENT OF HOUSING ASSISTANCE PAYMENT (HAP)
CONTRACT AND DWELLING LEASE AGREEMENT**

(Address of Property)

This is to certify that as of _____, I, _____,
(Date of Ownership) (New Legal Owner Name)

am the New Owner of the above-named property, having sole ownership or rights, titles, interest in and to a certain Housing Assistance Payments Contract entered, by and between myself (the New Owner) and Caribou Housing Authority (CHA).

I agree to accept the Housing Choice Voucher program rental payments on behalf of _____.
[Renter(s) Name(s)] In accordance with the same terms and conditions as the

original Lease and Housing Choice Voucher Contract, unless otherwise indicated.

I am aware that the Caribou Housing Authority may deny approval to assign the HAP Contract to a new owner (in whole or in part) if an owner is debarred, suspended, or subject to a limited denial of participation. If HUD informs CHA that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending; if Conflicts of Interest are present.

Please see additional regulations related to the Assignment of HAP Contract in the Code of Federal Regulations Part 24 Section 982.

I certify that none of the above prohibitions apply to me and I am qualified to participate in the Housing Choice Voucher program.

Under penalty of perjury, the above is true to the best of my knowledge. WARNING! Willful misrepresentation is a criminal offense (18 U.S. Code § 1001) and is grounds for termination from the Housing Choice Voucher Program. Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both.

Printed Name of Legal Owner

Signature of Legal Owner

Date

**HOUSING CHOICE VOUCHER (HCV)
HOUSING PROVIDER & PARTICIPANT CERTIFICATION**

(Please complete one form for each HCV Participant.)

RE: HCV Subsidized Unit: _____

HCV Participant: _____

Under penalties of perjury, I certify that:

The owner of the unit is not a relative of the family to be assisted, unless approving such tenancy would provide reasonable accommodation for a disabled family member (must be approved by the CHA). Prohibited owner-family relationships include parent, child, grandparent, grandchild, sister, or brother of any member of the assisted family.

None of the following parties have a current interest or will have an interest for one year thereafter: Present or form member or officer of the CHA, except a participant or commissioner; Employee of the CHA or any contractor or subcontractor, or agent of the CHA who formulated policy or influences program decisions; Public official, member or a governing body, or state or local legislator who exercises functions or responsibilities related to the programs; or Member of the U.S. Congress.

Under penalty of perjury, the above is true to the best of my knowledge. WARNING! Willful misrepresentation is a criminal offense (18 U.S. Code § 1001) and is grounds for termination from the Housing Choice Voucher Program. Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both.

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Printed Name of Legal Owner

Signature of Legal Owner

Date

PROPERTY OWNER INFORMATION

PROPERTY OWNER INFORMATION:

Property Owner Name:

Business Name:

Street Address:

City

State

Zip Code:

Mailing Address:

City

State

Zip Code:

Email Address:

Home Phone:

Cell Phone:

Work Phone:

Fax Number:

Social Security Number or Federal I.D:

The Housing Assistance Payment Check should be made payable to the following, unless the Owner advises the Housing Authority otherwise in writing:

Payee Name:

Payee SSN or Tax ID:

➤ *NOTE: All Housing Assistance Payment Checks are Direct Deposit*

PROPERTY OWNER CERTIFICATION

Are you subject to registration as a sexual offender and/or sexual predator? Yes No

Have you been involved in any Violent Criminal Activity, Drug-Related Criminal Activity, or any Criminal Activity within the last five (5) years? Yes No

If yes, please give date(s), and type of activity _____

Have you ever defaulted on a HUD subsidized loan? Yes No

If yes, please give date(s) and name of bank/lender _____

Do you currently owe any outstanding state or local real estates taxes, fines, or assessments? Yes No

If yes, please give date(s), name of City/Town(s): _____

PROPERTY OWNER / AGENT:

Will you have a local agent manage your property(ies)? Yes No

If yes, please fill out the Property Owner / Agent Form.

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE

Property Owner Signature:

Date

Co-Owner Signature

Date:

WARNING: Title 18, Section 1001 of the United States Codes states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department or Authority of the Unites States Housing and Urban Development.

PROPERTY OWNER ELIGIBILITY CHECK

The Caribou Housing Authority is a federally funded Authority assisting qualified families with rent subsidies. The above-named Property Owner/Business has authorized the Housing Authority to verify information regarding their eligibility as a participating landlord. Please complete this form and return it to as soon as possible.

Thank you for your assistance,

Lisa Plourde

Lisa Plourde
Housing Director
Caribou Housing Authority

Property Owner Name:

Business Name:

Street Address:

City

State

Zip Code:

I hereby authorize the release of the required information to the Caribou Housing Authority.

Property Owner Signature:

Date

Co-Owner Signature

Date:

Law Enforcement Staff Only:

Is the above-named Property Owner subject to registration as a sexual offender and/or sexual predator?

- No
- Yes If yes, name of State: _____

In the current and previous five years, is currently engaged in or has engaged in any of the following activities:

Drug-Related Criminal Activity:

- No
- Yes If yes, Dates: _____

Violent Criminal Activity:

- No
- Yes If yes, Dates: _____

Criminal Activity (any):

- No
- Yes If yes, Dates: _____

Bank/Loan Lender Staff Only:

Has the above-named Property Owner ever defaulted on a HUD subsidized loan?

- No
- Yes If yes, Dates: _____

Municipal Tax Collector:

Does the above named, Property Owner currently owe any outstanding state or local real estate taxes, fines or assessments?

- No
- Yes If yes, address of property: _____

Signature

Organization/Business:

Print Name

Telephone Number

Title:

Date:

PROPERTY OWNER / AGENT FORM

If there is an existing Agent Authorization or Management Agreement in place for this unit, please attach to the Leasing Packet. If there is not an Agent Authorization or Management Agreement in place, this authorization is to be completed by the legal owner of the designated property when and individual or entity, other than the owner, will be managing the property. Please keep a copy of this authorization on file.

Property Address: _____
Street City, State Zip Code

Tenant Name: _____

I, _____, hereby authorize
(Owner's Name)
_____, known as my Agent,
(Agent's Name)

to conduct the following business with the Caribou Housing Authority (CHA) on my behalf for the above captioned unit.

Please indicate the Agent's authorized responsibilities:

- Contract with PHA and tenant (i.e. negotiate rent, execute tenant lease and HAP Contract) Yes No
- Receive Housing Assistance Payment (HAP) and tenant rental payments Yes No
- Grant access to the rental unit Yes No
- Access contract and payment information Yes No
- Maintain the unit and responsibility for repairs and inspections Yes No
- Inform the Owner of obligations under 24 CFR 982(j) and is responsible for compliance Yes No

AGENT CONTACT INFORMATION

Contact information for my Agent is as follows:

Company Name: _____
Contact Name: _____
Address: _____
Phone Number: _____ Fax Number: _____
E-Mail Address: _____

If the Agent's responsibilities are described in a separate agreement, I will provide a copy of the documents and any amendments thereto to CHA. I acknowledge that the appointment of the Agent does not in any way abridge, negate, modify or otherwise eliminate my/our responsibilities and requirements under the Housing Assistance Payment (HAP) Contract with CHA and that I am responsible for ensuring that the Agent and Property comply in all aspects with such responsibilities and requirements.

Signature of Legal Owner Date

Signature Agent Date

ACH / DIRECT DEPOSIT AUTHORIZATION

As part of our continuing effort to streamline business processes, the Caribou Housing Authority has converted monthly Housing Assistance Payments (HAP) to Direct Deposit. This conversion will allow for the HAP to be deposited directly into your bank account. This means no more waiting for the check to come in the mail, no lost checks and no unnecessary trips to the bank. You can log into the HAPCheck website at <https://www.hapcheck.com/indexj.php> for an itemization of the amount the Housing Authority paid for each of your Section 8 HAP Contract.

PART I: Transaction Type

<input type="checkbox"/> New Setup	<input type="checkbox"/> Change financial institution
<input type="checkbox"/> Cancellation (Leave Part 3 blank)	<input type="checkbox"/> Change account number
	<input type="checkbox"/> Change account type

Part II: Payee Information

Housing Assistance Payment Check made out to: (must match W-9)
Property Owner Name:

Part III: Financial Institution

Depository/Bank Name:	
Type of Account:	
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Bank Routing Number:	Bank Account Number:

Part IV: Blank Check

Attach an original blank check, marked "VOID".
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Part V: Authorization for Setup, Changes, or Cancellations

I hereby request and authorized the deposit payments by electronic funds transfer into the account specified above and, if necessary, debit entries and adjustment for any amounts deposited electronically in error. I recognize that, if I fail to provide complete and accurate information on this authorization form, the process of the form may be delayed or that my payments may be erroneously transferred electronically.

This authorization will remain in effect until written notice to terminate is given. Account changes must be reported to the Caribou Housing Authority thirty (30) days prior to the actual change.

Authorized Signature	Printed Name	Date
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