

HOUSING CHOICE VOUCHER PROGRAM Notice and Disclosure of Select HCV Rules and Regulations

Head of Household Name:

Last 4 SSN:

Household Composition:

- Tenant/participant must inform MSHDA of any changes in family composition or contact information within 10 business days of the date of the change.
- Tenant/participant cannot add any other persons to the household without prior written approval by the landlord/owner and MSHDA except when adding a child by birth, adoption, or custody awarded by the court. In order for the child to be added to the household, the tenant/participant must inform MSHDA and the landlord/owner.
- Landlord/owner must report a move out or tenant death to MSHDA within 10 business days and return all overpaid Housing Assistance Payments (HAP).

Rental Amount and Payments:

- The landlord/owner is responsible for collecting the tenant's portion of the monthly rent.
- The monthly rent cannot exceed reasonable rent and affordability as determined by MSHDA.
- Assuming the monthly rent is reasonable, MSHDA will contract for payment of the difference between the contract rent and tenant's portion.
- Rent cannot exceed rent charged for other comparable units on the premises. Upon request, landlords must provide MSHDA with rent information for other units they manage/own.
- Payments cannot begin prior to the unit passing inspection, regardless of the move-in date.
- MSHDA will notify both the tenant/participant and landlord/owner in writing of any changes in the payments.
- The tenant/participant pays the landlord/owner only the amount stated in the Adjustment Notification except when paying a late charge as described in the lease.
- The landlord/owner must notify MSHDA if the tenant/participant is not making their rental payments, and enforce the terms of the lease, including eviction action for non-payment of the tenant rent portion.
- If the landlord/owner receives payment(s) which should not be made under the terms of the HAP Contract, the landlord/owner is responsible to notify MSHDA immediately. Failure to do so may result in the landlord/owner being disapproved for participation in the Program, and the overpaid HAP referred to the Department of Treasury for collections.
- **Rent Adjustments:** After the initial lease term, rent increases must be requested by the landlord/owner to MSHDA at least 60 days in advance of the date the change will take effect. The monthly rent may be increased (subject to the program rent reasonableness requirement). However, the tenant/participant may be responsible for paying any increase.

Housing Quality Standards Inspection:

- **MSHDA must inspect the unit at least every two years. Any necessary repairs must be completed within 30 days unless otherwise noted. Life-threatening violations must be corrected within 24 hours.**
- If repairs are required, MSHDA will forward a notice of deficiencies to both the tenant/participant and landlord/owner.
 - **The landlord/owner must be allowed access to the unit to make repairs. MSHDA must be allowed to inspect the unit at reasonable times with reasonable notice.**
 - **The tenant/participant and the landlord/owner must maintain the housing unit in a decent, safe, and sanitary condition.**
 - **The tenant/participant assumes total responsibility for any damages caused by their family or guests.**

Additional Tenant/Participant Obligations:

- Inform MSHDA of any changes in household income within 10 business days of the date of the change.
- At MSHDA's request, complete a reexamination of family income and household composition at least annually.
- Report all cash contributions/financial assistance received on an ongoing basis from person(s) not living in the household or from any organization to assist with rent payments, utility payments, car payments, phone, internet, etc.
- Not allow any visitor/guests to occupy the unit for more than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period (the rental unit is a private dwelling for the sole use of the assisted household).
- Not allow anyone to use the address of the assisted unit unless they are an approved member of the household. This includes for mail delivery, vehicle registration, driver's license and state ID registration, etc.

Additional Tenant/Participant Obligations (Continued):

- Give a written 30-day notice to the landlord/owner and get approval from MSHDA prior to vacating a unit.
- Not assign the lease nor sublet the unit.
- Not engage in any criminal activity (including illegal drug use and abuse of alcohol). While marijuana is legal in the state of Michigan, it is still considered a Controlled Substance by the federal government and is prohibited in federally assisted housing programs.
- Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- Not give the landlord/owner any money beyond what the HAP Contract/Adjustment Notification states as assigned by MSHDA. Do not enter into any “side-lease” arrangement with the landlord. The lease approved by MSHDA is the only lease allowed.
- Abide by all conditions of the lease, including paying the tenant portion of the rent on time.
- Not be related to the landlord/owner. This means, the landlord/owner cannot be a parent, child, grandparent, grandchild, sister, brother, in-law, or stepfamily to any household member unless MSHDA has granted pre-approval to provide a reasonable accommodation for a family member with disabilities.
- Not have any interest or ownership in the assisted unit.
- Report any notification of foreclosure immediately to MSHDA.
- Notify MSHDA in writing at least 10 business days before leaving their unit if they are going to be absent from the unit for more than three consecutive weeks.

Additional Landlord/Owner Obligations:

- List all authorized members of an assisted unit on the lease and report unauthorized persons/activity to MSHDA.
- Report to MSHDA any changes in contact information (physical mailing address, telephone number, etc.).
- Report any changes in ownership, or management company, immediately as they occur to MSHDA.
- Not engage in any criminal activity.
- Report any police calls to the unit to MSHDA.
- Report violations of utility usage to MSHDA such as disconnected utilities, illegal connection to utilities, etc.
- Not accept nor charge tenant any additional moneys beyond what is stated in the HAP Contract/Adjustment Notification as assigned by MSHDA.
- Not enter into any “side-lease” agreement with the tenant. The lease approved by MSHDA is the only lease allowed.
- Enforce the terms of the lease, and immediately report to MSHDA any tenant lease violations (including failure to pay the tenant portion of the rent) and/or eviction actions to MSHDA.
- Not reside in the assisted unit.
- Report any impending foreclosure action and/or change of ownership immediately to MSHDA (do NOT forward HAP payments to the new owner).
- Not be related (parent, child, grandparent, grandchild, sister, brother, in-law, or stepfamily) to any household member of the tenant family unless MSHDA has granted pre-approval to provide a reasonable accommodation for a family member with disabilities.
- Follow all laws and regulations governing tenant/landlord relationships.
- Make repairs to the unit as required and notify MSHDA of any corrected deficiencies by the specified date.
- Must adhere to local rental property registration and code requirements.

All HCV Program tenant and landlord/owner participants must sign this form as a condition of their participation with the Program. Please note that this list does not include ALL regulations that govern the HCV Program but is intended to showcase those that require additional emphasis. Tenants and Landlords are advised to review and retain all documents related to the HCV Program and follow all obligations.

Certification: As a tenant or landlord/owner participant in the Housing Choice Voucher Program, I certify that I have reviewed the rules that govern the Program, and understand that failure to abide by them may result in termination of HCV assistance, and the HAP Contract, and MSHDA will pursue collection of any overpaid HAP or UAP that results from rules violations.

Tenant Printed Name:	Last 4 SSN:
Tenant Signature: X	Date:
Landlord/Owner Printed Name:	
Landlord/Owner Signature:	Date: