

## Landlord Certification of Responsibility

TO: Owner/Agent  
RE: Tenant Name \_\_\_\_\_ Entity ID#: \_\_\_\_\_

Landlord must initial each item.

- \_\_\_\_ 1. I certify that I am the owner or the legally designated agent for the above referenced unit, and that the tenant has no ownership interest in this dwelling unit.
- \_\_\_\_ 2. I understand that I must comply with equal opportunity requirements.
- \_\_\_\_ 3. I understand that I should carefully screen the family for suitability for tenancy, including the family's background with respect to such factors as rent and utility payment history, caring for unit and premises, respecting the rights of others to the peaceful enjoyment of their housing, and drug-related and criminal activity that is a threat to the life, safety, or property of others.
- \_\_\_\_ 4. I understand that I may collect a security deposit from the tenant that is not in excess of private market practice, or in excess of amounts that I charge to unassisted tenants.
- \_\_\_\_ 5. I understand my obligation to offer a lease to the tenant and that the lease may not differ in form or content from any other lease that I am currently using for any unassisted tenants. I understand that it is my responsibility to ensure that my lease complies with state and local law. Miami-Dade Housing Choice Voucher Program ("MDHCV") will only review my lease to ensure that the United States Department of Housing and Urban Development ("HUD") required items are addressed.
- \_\_\_\_ 6. I understand that the family members listed on the Housing Assistance Payments Contract are the only individuals permitted to reside in the unit. I understand that MDHCV and I must grant prior written approval for other persons to be added to the household (except for the birth, adoption, or court-awarded custody of a child). I understand that I am not permitted to live in the unit while I am receiving housing assistance payments.
- \_\_\_\_ 7. I agree to comply with all requirements contained in the lease, tenancy addendum, Housing Assistance Payments Contract, parts A, B, and the Lease Special Stipulations. I understand that it is imperative that I fully understand the terms and conditions of the lease, tenancy addendum, Lease Special Stipulations and the HAP Contract.
- \_\_\_\_ 8. I certify that I (including a principal or other interested party) am not the parent, child, grandparent, grandchild, sister, or brother of any member of the family. If I am related, I have received written notification from MDHCV that it will approve rental of the unit, notwithstanding such relationship, to provide reasonable accommodation for a family member who is a person with disabilities.
- \_\_\_\_ 9. I understand that if I fail to execute the HAP contract and/or other required documents in the timeframe set by MDHCV, the approval of the tenant's authorization to move-in may be voided. Should the transaction be voided by MDHCV, I understand that I will not receive HAPs, or late payments.
- \_\_\_\_ 10. I acknowledge that HAPs are considered paid on the date the check is issued or electronic payments are transmitted.

- \_\_\_ 11. I understand that MDHCV has the right to recoup HAPs paid erroneously by withholding payment owed to me, including HAPs for other tenants or through other assisted housing programs administered by MDHCV. Should there be no other valid Section 8 contracts, I must repay MDHCV upon receipt of an overpayment notice.
- \_\_\_ 12. I understand that I must submit to the tenant for their consideration and to MDHCV for their review any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease/ revision.
- \_\_\_ 13. I understand that I must provide MDHCV with a written request for any rent increase a minimum of sixty (60) days in advance of the increase and in accordance with the provisions of the lease and HAP Contract.
- \_\_\_ 14. I understand that the tenant's portion of the contract rent is determined by MDHCV and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been specifically approved by MDHCV.
- \_\_\_ 15. I understand that MDHCV may deny or terminate participation, if I have a history of being abusive towards MDHCV staff or program participants.
- \_\_\_ 16a. I acknowledge that I am not a Miami-Dade County employee or an elected official of Miami-Dade County as of the date of this certification. I further acknowledge that I am not the spouse, parent or child of a Miami-Dade County employee or elected official of Miami-Dade County as of the date of this certification. I understand that no Miami-Dade County employee shall enter into a contract or transact any business in which he or a member of his immediate family has a financial interest, direct or indirect with Miami-Dade County or any person or agency acting for Miami-Dade County and any such contract, agreement or business engagement entered in violation of this section shall render the transaction voidable.

**or**

- \_\_\_ 16b. I acknowledge that I am currently a Miami-Dade County employee and that prior to the execution of the HAP obtained an ethics opinion, dated \_\_\_\_\_, 20\_\_\_, from the Miami-Dade Commission on Ethics and Public Trust granting me authorization to participate as a landlord in the Section 8 Housing Choice Voucher Program and that I have provided a copy of said opinion to MDHCV on \_\_\_\_\_, 20\_\_\_\_\_.
- \_\_\_ 17. I understand that I may not assign the HAP Contract to a new owner without the prior written consent of MDHCV and that I must complete and sign the MDHCV Transfer of Payments Form within ten (10) days of the contemplated transfer/assignment in order to have the Housing Assistance Payments (HAP) transferred to the new owner, agent, or entity. I further understand that my failure to timely notify MDHCV and/or any unauthorized transfer/assignment constitutes a breach of the HAP subject to immediate termination, recovery of any outstanding overpayments or any other relief that may be sought against the Owner by MDHCV and/or HUD.
- \_\_\_ 18. I understand that I must advise MDHCV and the tenant, in writing, within fifteen (15) days of being notified of pending foreclosure of this property.
- \_\_\_ 19. I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.
- \_\_\_ 20. I understand that should the assisted unit become vacant, I am responsible for notifying MDHCV immediately in writing. I also understand that the HAP Contract and payment will terminate immediately.
- \_\_\_ 21. I understand that I should attempt to resolve disputes between the tenant and me and contact MDHCV, in writing, only in serious disputes that we are unable to resolve.
- \_\_\_ 22. I understand that I must provide the tenant and MDHCV with a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action and a copy of the eviction notice and to comply with all State and local eviction procedures.

- \_\_\_\_ 23. I acknowledge that I have been briefed on the Housing Choice Voucher Program. I understand that my failure to fulfill the above may result in the withholding, abatement, or termination of housing assistance payments for the contract unit or another unit; and/or being barred from participating in MDHCV's housing programs.
- \_\_\_\_ 24. I understand that I must notify MDHCV immediately in writing of a change in my mailing address. Failure to do so may interrupt correspondence such as deficiency repair letters and may delay mail delivery or electronic transfer of rental assistance payments.
- \_\_\_\_ 25. I acknowledge that I \_\_\_\_ have \_\_\_\_ have not as of the date of this certification been convicted of a felony during the past ten (10) years or that an officer, director, or executive of the entity entering into a contract or receiving funding from the County \_\_\_\_ has \_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past (10) years. I further acknowledge that if I am or an officer, director, or executive of the entity is subsequently convicted of a felony whether connected to a federal housing assistance program, MDHCV may terminate the HAP.
- \_\_\_\_ 26. I understand that if one or any of the previous certifications is found to be false, MDHCV will pursue repayment of any funds made for each month the authorized payment was made by taking all necessary and legal steps to collect these funds, including but not limited to filing a legal action against the owner. MDHCV's failure to initiate steps to recover the funds within thirty (30) day from the date one or both of the previous certifications is found to be false, does not waive any of MDHCV or HUD's rights under the HAP.
- \_\_\_\_ 27. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State Criminal Law.

\_\_\_\_\_  
*Owner/Agent Name*

\_\_\_\_\_  
*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.**