

4.0 Responsibilities and Obligations

This chapter outlines the responsibilities and obligations of the Pensacola Housing Department, participating property owners and landlords, and participating families.

4.1 Pensacola Housing Department Responsibilities

Pensacola Housing will comply with the consolidated Annual Contributions Contract (ACC), HUD regulations, City of Pensacola ordinances and policies, Escambia County ordinances, Pensacola Housing's PHA Plan, and this Administrative Plan.

In administering the program, Pensacola Housing must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to families and owners;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing under the program, including owners of suitable units located outside areas of poverty or racial concentration and units accessible to persons with disabilities;
5. Encourage participation by owners having accessible units;
6. Make efforts to assist persons with disabilities to find satisfactory housing pursuant to 24 CFR 8.28; and
7. Affirmatively further fair housing goals and comply with equal opportunity requirements.

In addition, Pensacola Housing shall:

1. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
2. Determine who can live in the assisted unit at admission and during the family's participation in the program;
3. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
4. Review the family's Request for Tenancy Approval (RTA) and the owner's lease, including the HUD-required tenancy addendum;
5. Inspect the unit before the assisted occupancy begins and at least biennially during the assisted tenancy;
6. Determine the maximum rent to the owner and whether the rent is reasonable;
7. Determine the housing assistance payment for the family;
8. Make timely housing assistance payments to the owner in accordance with the HAP contract;

9. Examine and verify family income and household composition at admission and at least annually during the family's participation in the program;
10. Establish and adjust the utility estimate schedule;
11. Annually review Fair Market Rents (FMRs) for Escambia County published by HUD, and make adjustments to the payment standards as necessary;
12. Administer and enforce the HAP contract with the owner, including taking appropriate action if the owner defaults (for example, by leaving HQS violations uncorrected);
13. Determine whether to terminate assistance to a participant family for violation of family obligations;
14. Conduct informal reviews of Pensacola Housing decisions concerning applicants for participation in the program;
15. Conduct informal hearings on Pensacola Housing decisions concerning participant families;
16. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
17. Administer an FSS program (as applicable).

4.2 Owner Responsibilities

The owner is responsible for performing all owner obligations under the HAP contract and the lease. In addition, the owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance;
3. Complying with Fair Housing requirements;
4. Preparing and furnishing to Pensacola Housing information required under the HAP contract;
5. Providing Pensacola Housing with information required to set the owner up as a City of Pensacola vendor, including direct deposit authorization, in a timely manner, so HAP payments can be made;
6. Ensuring that there is no delinquent state or local tax owed on the rental property while under HAP contract;
7. Collecting from the family any security deposit required under the lease;
8. Collecting the tenant rent (the portion of the contract rent not covered by the HAP);
9. Collecting any charges for unit damage by the family;
10. Enforcing tenant obligations under the lease;
11. Paying for utilities and services (unless paid by the family under the lease); and
12. Notifying Pensacola Housing and the family in writing at least sixty (60) days prior to any requested rent increase.

For provisions on reasonable modifications to a dwelling unit occupied or to be occupied by a person with disabilities, see 24 CFR 100.203.

4.3 Family Obligations

This section states the obligations of participant families under the program.

4.3.1. Supply Required Information

The family must supply any information that Pensacola Housing or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status. All information supplied by the family must be true and complete.

The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled annual reexamination, or an interim reexamination, of family income and household composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4.3.2 Comply with HQS

The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice. In addition, the family is responsible for any breach of Housing Quality Standards (HQS) caused by the family or its guests.

4.3.3 Occupy and Properly Use the Unit

1. The family must comply with their lease.
2. The family must use the assisted unit for residence. The assisted unit must be the family's only residence.
3. After Pensacola Housing has approved the composition of the assisted family residing in the unit, the family must ensure that only authorized household members reside in the unit (including foster children, foster adults, or live-in-aides).
4. The family must request and receive prior approval from the owner, and from Pensacola Housing, to add any adult household member as an occupant of the unit.
5. The family must promptly inform Pensacola Housing of the birth, adoption, custody, or guardianship of a minor. Documentation of guardianship of minors and disabled adults may be required.
6. If Pensacola Housing has given prior approval, a foster child, foster adult, or live-in aide may reside in the unit.
7. The family must promptly notify Pensacola Housing if any family member no longer resides in the unit for any reason, including divorce, incarceration, or death.
8. The family must not sublet or reassign the unit.
9. Household members, and guests of the household, must not engage in any illegal activities in the unit.

10. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as the family residence. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses, as well as approval of the owner.
11. The family must notify Pensacola Housing and the owner before the family moves out of the unit or terminates the lease. In a rollover or month-to-month lease, at least 30 days' written notice of the lease termination is required.
12. The family must promptly give Pensacola Housing a copy of any eviction notice received.

4.3.4 Report Absences from the Unit

Absence occurs when no member of the family is residing in the unit. The family may be absent from the unit for brief periods, which Pensacola Housing defines as up to 60 consecutive days. Any family absent for more than 60 consecutive days without authorization will be in violation of the family obligations, and will be terminated from the program.

The family may request permission from Pensacola Housing for absences exceeding 60 days. Pensacola Housing will make a determination within 10 business days of the request. The family must notify Pensacola Housing promptly of the absence, and must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit.

In accordance with 24 CFR 982.312 (a), an authorized absence may not exceed 180 consecutive calendar days.

See section 17.1 of this Admin Plan for more information on absences from the unit.

4.3.5 Comply with the Visitor Policy

Any person not included on the HUD-50058 who has resided or slept in the rental unit for more than 21 consecutive days, or a total of 30 calendar days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Use of the unit address as a visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include, but are not limited to: using the unit address for employment or to receive unemployment benefits; for AFDC, child support, or food assistance; if it appears on a driver's license or other government-issued ID, on arrest records, or as a probation residence; or for other agency benefits.

If violation of this policy is reported or suspected, a statement from the landlord, along with other corroborating evidence or documentation provided by the family, will be considered in making a determination.

In the absence of such documentation, the individual may be considered an unauthorized member of the family, and Pensacola Housing may terminate assistance because prior approval was not requested for the addition to the household. An overpayment may result from the family's violation.

4.3.6 Other Family Obligations

1. **Interest in the Unit.** The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
2. **Fraud and Other Program Violations.** Members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
3. **Crime by Family Members.** Members of the family may not engage in drug-related criminal activity or violent criminal activity.
4. **Other Housing Assistance.** An assisted family, or member of the assisted household, may not receive additional HCV program assistance, or other federal, state, or local housing subsidies, while participating in Pensacola Housing's HCV program. Families who appear on the EIV Multiple Subsidy Report may be asked to provide documentation showing that no duplicate subsidy is in fact being received by any member of the household.

4.3.7 Repayment Agreements

If monies are owed to Pensacola Housing by a participant for overpayment of housing assistance due to unreported or underreported family income, changes in family composition, fraud, or due to eviction or vacating without notice, the participant is responsible for repaying the amount of the oversubsidy to Pensacola Housing in full.

At Pensacola Housing's discretion, the participant and Pensacola Housing may enter into a Repayment Agreement. The participant's obligations, as defined in the Repayment Agreement, must be current prior to any annual recertification or before the family will be issued a voucher for a voluntary move. If the participant is not current on a Repayment Agreement, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

Pensacola Housing will not enter into more than one Repayment Agreement with a program participant. A participant who incurs a second debt while a previous Repayment Agreement is still active will be terminated from the program for a violation of family obligations and ineligible to reapply to the voucher program, or to participate in other subsidized housing programs, for a period of at least 3 years and until all debts to Pensacola Housing are paid in full. The participant retains the right to request an informal hearing.