PHA-Owned Certification
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

OMB Approval No. 2577-0169
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The public reporting burden for this collection of information is estimated to average 0.5 hours 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, Attention: Departmental Clearance Officer, 451 7th Street SW, Room 8210, Washington DC 20410-0001. **Do not send completed forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. HUD collects this information to establish terms to which a PHA certifies in order to provide housing assistance for eligible families, including whether the tenant or PHA pays for utilities and services. HUD uses this information to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. This information is required to obtain benefits. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. This information collected will not be held confidential.

Instructions for use of PHA-owned certification
This PHA-owned-certification is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The PHA signs the HUD-prescribed PHA-owned certification when a family receiving tenant-based assistance occupies a unit owned by the PHA instead of executing the HAP contract for a unit. The PHA-owned certification has two parts:

1) Part A Certification information (fill-ins).
See section by section instructions.
2) Part B Body of certification

Use of this form
Use of this PHA-owned certification is required by HUD. Modification of the PHA-owned certification is not permitted. The PHA-owned certification must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the PHA from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the PHA to unassisted tenants. Such a prohibition must be added to Part A of the PHA-owned Certification.

To prepare the PHA-owned certification, fill in all information in Part A of the certification. Part A must then be executed by the PHA.

Use for special housing types
In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the PHA-owned-certification, as follows: "This PHA-owned-certification is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A
Section by Section Instructions

Section 1: **Contents of PHA-Owned Certification**

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Covered Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a foster child, foster adult, or live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**
Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

Section 6**. Initial Rent to Owner**
Enter the amount of the monthly rent to owner during the initial lease term. An independent entity must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the PHA may not raise the rent to owner.

Section 7. **Housing Assistance Payment**
Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances**.
The lease and the PHA-owned-certification must specify what utilities and appliances are to be supplied by the PHA, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

Part A of the PHA-Owned Certification

(To prepare the certification, fill out all information in Part A.)

1. **Contents of Certification**

This PHA-owned certification has two parts:

Part A: Certification Information

Part B: Body of Certification

2. **Tenant**

3. **Covered Unit**

4. **Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the PHA.

5. **Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**

The initial rent to owner is: $ _____
During the initial lease term, the PHA may not raise the rent to owner.

7. **Initial Housing Assistance Payment**

The term of the PHA-owned certification commences on the first day of the initial lease term. At the beginning of the certification term, the amount of the housing assistance payment to the PHA is $ _____ per month.
The amount of the monthly housing assistance payment to the PHA is subject to change during the certification term in accordance with HUD requirements.

8. **Utilities and Appliances**

The PHA shall provide or pay for the utilities/appliances indicated below by a "**P**". The tenant shall provide or pay for the utilities/appliances indicated below by a "**T**". Unless otherwise specified below, the PHA shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
Are flat fees charged by the PHA for any utilities?	❑ Electricity ❑ Gas ❑ Water ❑ Sewer ❑ Garbage	Flat Fee $
		Provided by
Refrigerator		
Range/Microwave		

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided on this form is true, accurate and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).

Mail Payments to:

Name

Address (street)

Address (city, state, zip code)

Public Housing Agency

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Part B of PHA-Owned Certification: Body of Certification

1. Purpose

a. This is a PHA-owned certification executed by the PHA.

(1) The PHA signs the HUD-prescribed PHA-owned certification for a unit instead of executing a HAP Contract for the unit. By signing the PHA-owned certification, the PHA certifies that it will fulfill all the required program responsibilities of the private owner under the Tenant-Based Voucher Housing Assistance Payments Contract (HAP contract), and that it will also fulfill all of the program responsibilities required of the PHA for the unit.

(2) The PHA-owned certification serves as the equivalent of the HAP contract, and subjects the PHA, as owner, to all of the requirements of the HAP contract contained in 24 CFR parts 982. Where the PHA has elected to use the PHA-owned certification, all references to the HAP contract throughout 24 CFR parts 982 must be interpreted to be references to the PHA-owned certification.

(3) The PHA must obtain the services of an independent entity to perform the required PHA functions identified in 982.352(b)(1)(v)(A) before signing the PHA-owned certification.

b. The PHA may not use the PHA-owned certification if the unit is owned by a separate legal entity from the PHA (e.g., an entity wholly controlled by the PHA or a limited liability corporation or limited partnership controlled by the PHA).

c. This PHA-owned certification is executed to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).

d. The PHA-owned certification only applies to the household and covered unit specified in Part A of the PHA-owned certification.

e. During the term of the PHA-owned certification, the PHA will pay housing assistance payments in accordance with the certification.

f. The family will reside in the covered unit with assistance under the Section 8 voucher program. The housing assistance payments to the PHA assist the tenant to lease the covered unit from the PHA for occupancy by the family.

2. Lease of Covered Unit

a. The PHA has leased the covered unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.

b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

c. The lease for the covered unit must include word-for-word all provisions of the tenancy addendum required by HUD.

d. The PHA certifies that:

(1) The PHA and the tenant have entered into a lease of the covered unit that includes all provisions of the tenancy addendum required by HUD.

(2) The lease is in a standard form that is used in the locality by the PHA and that is generally used for other unassisted tenants in the premises.

(3) The lease is consistent with State and local law.

e. The PHA is responsible for screening the family's behavior or suitability for tenancy.

3. Maintenance, Utilities, and Other Services

a. The PHA must maintain the covered unit and premises in accordance with the housing quality standards (HQS).

b. The PHA must provide all utilities needed to comply with the HQS.

c. If the PHA does not maintain the covered unit in accordance with the HQS or fails to provide all utilities needed to comply with the HQS, the PHA must take enforcement action. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the certification. In the case of an HQS deficiency that the PHA determines is caused by the tenant, any member of the household, or any guest or other person under the tenant's control, other than any damage resulting from ordinary use, the PHA may waive the PHA's responsibility to remedy the violation.

d. The PHA shall not make any housing assistance payments if the covered unit does not meet the HQS, unless the PHA corrects the defect within the period specified by the PHA and the independent entity verifies the correction. If a defect is life threatening, the PHA must correct the defect within no more than 24 hours. For other defects, the PHA must correct the defect within the period specified by the PHA. Housing assistance payments may not be withheld or abated if the PHA responsibility has been waived.

e. The independent entity may inspect the covered unit and premises at such times as the independent entity determines necessary, to ensure that the unit is in accordance with the HQS.

f. The independent agency must notify the PHA of any HQS defects shown by the inspection.

g. The PHA must provide all housing services as agreed to in the lease.

4. Term of PHA-Owned Certification

a. Relation to lease term. The term of the PHA-owned certification begins on the first day of the initial term of the lease and terminates on the last day of the term of

the lease (including the initial lease term and any extensions).

b. When the PHA-owned certification terminates.

(1) The PHA-owned certification terminates automatically if the lease is terminated by the PHA or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the PHA-owned certification terminates automatically.

(3) If the family moves from the covered unit, the PHA-owned certification terminates automatically.

(4) The PHA-owned certification terminates automatically 180 calendar days after the last housing assistance payment to the PHA.

(5) The PHA may terminate the PHA-owned certification if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The PHA-owned certification terminates automatically upon the death of a single member household, including single member households with a live-in aide.

(7) The PHA may terminate the PHA-owned certification if the PHA determines that the covered unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(8) If the family breaks up, the PHA may terminate the PHA-owned certification or may continue housing assistance payments on behalf of family members who remain in the covered unit.

(9) The PHA may terminate the PHA-owned certification if the independent entity or PHA determines that the unit does not meet all requirements of the HQS or determines that the PHA has otherwise breached the certification.

5. Provision and Payment for Utilities and Appliances

a. The lease must specify what utilities are to be provided or paid by the PHA or the tenant.

b. The lease must specify what appliances are to be provided or paid by the PHA or the tenant.

c. Part A of the PHA-owned certification specifies what utilities and appliances are to be provided or paid by the PHA or the tenant. The lease shall be consistent with the certification.

6. Rent to Owner: Reasonable Rent

a. During the PHA-owned certification term, the rent to owner may at no time exceed the reasonable rent for the covered unit as most recently determined or redetermined by the independent entity in accordance with HUD requirements.

b. The independent entity must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the independent entity must consider:

(1) The location, quality, size, unit type, and age of the covered unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the PHA.

c. The independent entity must redetermine the reasonable rent when required in accordance with HUD requirements. The independent entity may redetermine the reasonable rent at any time.

d. During the term of the PHA-owned certification, the rent to owner may not exceed rent charged by the PHA for comparable unassisted units in the premises. The PHA must give the independent entity any information requested by the independent entity on rents charged by the PHA for other units in the premises or elsewhere.

7. Payment for occupied unit

a. When paid

(1) During the term of the PHA-owned certification, the PHA must make housing assistance payments on behalf of the family at the beginning of each month.

(2) The PHA must pay housing assistance payments promptly when due.

(3) Housing assistance payments shall only be paid while the family is residing in the covered unit during the term of the PHA-owned certification. The PHA shall not pay a housing assistance payment for any month after the month when the family moves out.

b. **PHA compliance with Certification** Unless the PHA has complied with all provisions of the PHA-owned certification, the PHA does not have a right to receive housing assistance payments under the certification.

c. Amount of PHA payment

(1) The amount of the monthly PHA housing assistance payment shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the term of the PHA-owned certification in accordance with HUD requirements. The PHA must notify the family of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the term of the PHA-owned certification shall be pro-rated for a partial month.

d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the covered unit.

e. **Limit of PHA responsibility**

(1) The PHA is only responsible for making housing assistance payments in accordance with the PHA-owned certification and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance

payment. The PHA shall not pay any other claim against the family.

f. **Overpayment** If the PHA is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due (including amounts due under any other Section 8 assistance contract).

8. PHA Certification

During the term of this PHA-owned certification, the PHA certifies that:

a. The PHA is maintaining the covered unit and premises in accordance with the HQS.

b. The covered unit is leased to the tenant. The lease includes the tenancy addendum required by HUD and is in accordance with the PHA-owned certification and program requirements.

c. The rent to owner does not exceed rents charged by the PHA for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the PHA has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the covered unit during the term of the PHA-owned certification.

e. The family does not own or have any interest in the covered unit.

f. To the best of the PHA's knowledge, the members of the family reside in the covered unit, and the unit is the family's only residence.

9. Prohibition of Discrimination. In accordance with applicable nondiscrimination and equal opportunity laws, statutes, and regulations.

a. The PHA must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the PHA-owned certification.

b. The PHA must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 28 CFR part 35; applicable regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

c. The PHA must cooperate with HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the PHA-owned certification.

d. Violence Against Women Act. The PHA must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. PHA's Breach of Certification

a. Any of the following actions by the PHA is a breach of the PHA-owned certification by the PHA:

(1) If the PHA has violated any obligation under the PHA-owned certification, including the PHA's obligation to maintain the unit in accordance with the HQS.

(2) If the PHA has violated any obligation under any other PHA-owned certification under Section 8.

(3) If the PHA has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the PHA has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the PHA has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the PHA has engaged in any drug-related criminal activity or any violent criminal activity.

b. If the PHA or HUD determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the PHA-owned certification, or any other available rights and remedies for such breach. Upon a request by HUD, the PHA must report to HUD violation of any provision of the certification and the actions taken in response to those violations. HUD may require that the PHA take additional specified actions, and HUD reserves the right to take direct enforcement actions against the PHA.

c. The PHA's rights and remedies for breach of the PHA-owned certification include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the PHA-owned certification.

d. Even if the family continues to live in the covered unit, the PHA may exercise any rights and remedies.

e. The PHA's exercise or non-exercise of any right or remedy for breach of the PHA-owned certification is not a waiver of the right to exercise that or any other right or remedy at any time.

11. HUD Access to Premises and PHA's Records

a. The PHA must provide any information pertinent to the PHA-owned certification that HUD may reasonably require.

b. HUD and the Comptroller General of the United States shall have full and free access to the covered unit and

the premises, and to all accounts and other records of the PHA that are relevant to the PHA-owned certification, including the right to examine or audit the records and to make copies.

c. The PHA must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third-Party Rights

a. The family is not a party to or third-party beneficiary of Part B of the PHA-owned certification. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the PHA under Part B.

b. The tenant may enforce the tenancy addendum required by HUD against the PHA and may exercise any right or remedy against the PHA under the tenancy addendum.

c. The PHA-owned certification does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the PHA in connection with management of the contract unit or the premises or with implementation of the PHA-owned certification.

13. Conflict of Interest

a. Neither the PHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the HCV program in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

b. Any member of the classes described in paragraph (a) of this section must disclose their interest or prospective interest to the PHA and HUD.

c. HUD may waive this provision for good cause.

14. Transfer of the covered unit; Prohibitions on Certain Other Transfers

a. The PHA is prohibited from transferring the PHA-owned certification.

b. Transfer of the covered unit includes any sale or assignment or other transfer of ownership, in any form, of the covered unit.

(1) If the PHA transfers the covered unit, the PHA must terminate this certification no later than the date of transfer.

c. Automatic termination

(1) If any of the following apply and result in the covered unit being owned by a separate legal entity from the PHA, this PHA-owned certification shall automatically terminate:

(a) The transfer of any right to receive housing assistance payments that may be payable pursuant to this PHA-owned certification;

(b) The creation of a security interest in this PHA-owned certification;

(c) Foreclosure or other execution on a security interest; or

(d) A creditor's lien, or transfer in bankruptcy.

d. If a separate legal entity will become the owner of the property and the new owner will continue to lease the unit to an HCV family under the program, the PHA must execute a HAP Contract with the new owner.

(1) The PHA may not enter into a HAP contract with the new owner if the new owner is debarred, suspended or subject to a limited denial of participation und HUD regulations (see 2 Code of Federal Regulations Part 24).

(2) The PHA may not enter into a HAP contract with a new owner if prohibited by regulations at 24 CFR 982.306.

e. If the transfer is not subject to automatic termination under 14.c, and the PHA is prohibited from terminating the lease in accordance with 24 CFR 982.310, the transfer may not occur unless the new owner agrees to enter into a HAP contract.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the PHA and the tenant and to the PHA-owned certification for the occupied unit. To effectuate this assumption, the immediate successor in interest must execute a HAP contract with the PHA. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

16. Written Notices Any notice by the PHA in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

a. The PHA-owned certification is the entire certification by the PHA.

b. The PHA-owned certification shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.