Request for Tenancy Approval Instructions

When the voucher holder has located a unit during the term of the housing voucher, a Request for Tenancy Approval (RFTA) package must be submitted to Boley Centers, Inc. Housing Department and must contain the following:

<table>
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<tr>
<th>Required Documents</th>
<th>Instructions</th>
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| Owner Information Form | • Completely filled out  
                         • If a local agent appointed complete Owner/Agent Form |
| Owner/Agent Form | • Completely filled out  
                      • Signed and dated by Owner, Manager |
| Request of Tenancy Approval | • Original RFTA document, completed by the Owner or Representative  
                              • Every field completed accurately, including utilities  
                              • If an area requires correction, a new form is required  
                              • The use of white on this form will cause it to be cancelled/voided  
                              • Signed and dated by Owner or Representative  
                              • Signed and dated by the tenant |
| Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards | • Completely filled out  
                          • Signed and dated by the Owner or Representative  
                          • Signed and dated by the tenant |
| Landlord Certification of Responsibility | • Each item has been initialed  
                                     • Complete 16A or 16B, but not both  
                                     • The form has been signed and dated by the Owner or Representative |
| Proof of Ownership | • Ownships by trusts and corporations shall conform to Internal Revenue Service and the State of Florida Requirements.  
                       • If the RFTA indicates a Management Agent, a corresponding Management Agreement must be submitted.  
                       • If clarification of ownership is required, Boley Centers, Inc. may request appropriate documentation and may verify such ownership with other Pinellas Agencies. |
| Condominium, co-op, or homeowner association approval letters | • To be provided if applicable |
| W-9 | • Completely filled out  
      • Signed and dated by the Owner or Representative  
      • Information matches page 2 of the RFTA (“Person or business that pays income taxes on income received from this property”)  
      • A W-9 shall be completed for every ownership entity with a different tax identification number and for every contract. |
| Owners or Representative Identification (Legible copies of these documents will be sufficient) | • Driver’s License  
                                      • State Issued Identification  
                                      • Proof of SSN or TIN receiving tax liability (1099) |
| Owner Consent Form | • To be provided if applicable |

Notice to Owners: It is a requirement for taxes to be current on the property in order to have the RFTA approved. We will deny all RFTA requests for properties for which taxes are owed to the Pinellas County Tax Collector.

RFTA packet must be dropped off to: **Boley Centers, Inc – Housing Department, 445 31st Street North, Saint Petersburg, FL 33713**  
Monday – Friday 8:30am – 4:30pm
Owner Information Form

Name: ______________________________________________________________________________
Street Address: _______________________________________________________________________
City: __________________________ State: _______________ Zip Code: _________
Email Address: _______________________________________________________________________
Phone: ________________________ Fax: ___________________________________________________________________
Social Security or Tax ID Number: _______________________________________________________
Property Address (es):
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Will you appoint a local agent to manage your property? ☐ Yes  ☐ No
If yes, please fill out the attached Owner/Agent Form

The Housing Assistance Payment check should be made payable to the following, unless I advise the Housing Authority otherwise, in writing (must match W-9):

Payee Name: _______________________________________________________________________
Mailing Address: _____________________________________________________________________
_____________________________________________________________________

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

Signature: ___________________________ Date: __________________________
Co-Owner Signature: ___________________________ Date: __________________________
Owner/Agent Form

Owner Name: _______________________________________________________________________________
Owner Phone Number: ______________________________ Email: ____________________________________

I, ______________________________________________________________________________________
hereby authorize and designate

OWNER

____________________________________________________________________________________
NAME OF AUTHORIZED PERSON SSN or Tax ID Number

To act as Agent and to sign all Leases and Contracts for tenants participating in the Housing Choice Voucher
Program for the properties listed below:

____________________________________________________________________________________
____________________________________________________________________________________

The Housing Assistance Payment check should be made payable to the following, unless the Owner advises the
Housing Authority otherwise, in writing:
Payee Name: _____________________________________________________________________________
Mailing Address:
____________________________________________________________________________________
____________________________________________________________________________________

I understand that the Entity whose Social Security Number (or Tax ID Number) used will be sent a 1099 Form at
the end of the year for tax purposes.

______________________________________________________________________
Owner Signature Date

____________________________________________ __________________________
Manager Signature Date
Landlord Certification of Responsibility

TO: Owner/Agent
RE: Tenant Name ____________________________ Client #: ________________________________

Landlord must initial each item.

1. I certify that I am the owner or the legally designated agent for the 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. Boley Centers Housing Program (“BCHP”) 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 BCHP 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 C. I understand that it is imperative that I fully understand the terms and conditions of the lease, tenancy addendum, 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 BCHP 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 BCHP, the approval of the tenant’s authorization to move-in may be voided. Should the transaction be voided by BCHP, 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.
11. I understand that BCHP 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 BCHP. Should there be no other valid Section 8 contracts, I must repay BCHP upon receipt of an overpayment notice.

12. I understand that I must submit to the tenant for their consideration and to BCHP 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 BCHP 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 BCHP 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 BCHP.

15. I understand that BCHP may deny or terminate participation, if I have a history of being abusive towards BCHP staff or program participants.

16. I understand that I may not assign the HAP Contract to a new owner without the prior written consent of BCHP and that I must complete and sign the BCHP Change of Ownership 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 BCHP 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 BCHP and/or HUD.

17. I understand that I must advise BCHP and the tenant, in writing, within fifteen (15) days of being notified of pending foreclosure of this property.

18. 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.

19. I understand that should the assisted unit become vacant, I am responsible for notifying BCHP immediately in writing. I also understand that the HAP Contract and payment will terminate immediately.

20. I understand that I should attempt to resolve disputes between the tenant and me and contact BCHP, in writing, only in serious disputes that we are unable to resolve.

21. I understand that I must provide the tenant and BCHP 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.

22. 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 BCHP’s housing programs.

23. I understand that I must notify BCHP 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.

24. 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 an officer, director, or executive of the entity is subsequently convicted of a felony whether connected to a federal housing assistance program, BCHP may terminate the HAP.

25. I understand that if one or any of the previous certifications is found to be false, BCHP 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. BCHP’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 BCHP or HUD’s rights under the HAP.

26. 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.