

## **FAMILY RESPONSIBILITIES UNDER THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

The family must follow the rules listed below in order to continue participating in the Section 8 Housing Choice Voucher Program. If anyone living in the home violates any of these obligations, the family may be terminated from the program.

### **The family must:**

1. Supply any information that Berkshire Housing Development or HUD determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Ensure that all information provided by the family is true and complete.
4. Notify the Agency of any increases in earned income within 15 business days of the date of the change if the family's last interim reexamination resulted in a decrease in rent.
5. Notify the Agency of any increases in monetary and non-monetary income within 15 business days of the date of the change if the family reported zero income at their last regular or interim reexamination.
6. Notify the Agency of any increases in earned income within 15 business days of the date of the change if the family is paying minimum rent.
7. Notify the Agency of any changes in household income/expenses and/or changes in circumstances within 15 business days of the date of the change if the family has a financial hardship exemption from minimum rent.
8. Notify the Agency, within 15 business days, of the loss of earned income during an earned income disallowance.
9. Notify the Agency, in writing, within 15 business days, of the birth, adoption, or court awarded custody of a child.
10. Notify the agency, within 15 business days, if an adult family member (other than the head of household, co-head or spouse) with full time student status, ceases to be a full time student.
11. Request the Agency's written approval to add any other family member, live-in aide, foster child or foster adult as an occupant of the unit, and not move the individual into the unit prior to receiving owner and Agency approval.
12. Notify the Agency in writing within 15 business days if any family member, live-in aide, foster child or foster adult no longer lives in the unit.
13. Notify the Agency in writing if all family members will be absent from the unit for more than 30 days, at the start of such absence, and obtain Agency approval.
14. Notify the Agency and the owner in writing before moving out of the unit or terminating the lease. Notice to move requirements are specified in your lease.
15. Promptly give the Agency a copy of any owner eviction notice.

16. Provide access to inspect the unit at reasonable times and after reasonable notice. Provide the owner with access to the unit to complete required repairs.
17. Notify the RAA in advance and in writing if the owner/agent has agreed to provide access to the unit for an inspection.
18. Pay for utilities that the family is responsible for under the lease.
19. Supply and maintain any appliance that the family is required to provide under the lease.
20. Use the assisted unit for residence by the family. The unit must be the family's only residence. Supply any information or verification requested by the Agency relating to whether the family is residing in the unit or whether the family is absent from the unit.

**The family must not:**

21. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
22. Engage in profit making activities in the unit unless such activities are incidental to the primary use of the unit as a residence by the family.
23. Commit any serious or repeated violation of the lease.
24. Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
25. Participate in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity, or threatens the health or safety of the owner, property management staff, or staff of the Agency.
26. Sublease, let or transfer the unit or assign the lease.
27. Receive another housing subsidy for the same unit or for a different unit under any other federal, state, or local housing assistance program.
28. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
29. Reschedule HQS inspections unless there good cause and documentation is provided to verify the good cause and/or fail to provide access to the unit for inspections after being provided with advance notice of the inspection. No show violations may result in termination of assistance.
30. Threaten or use abusive language when communicating with Agency staff.
31. Receive Section 8 Housing Choice Voucher Program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the Agency has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationships, would provide reasonable accommodation for a family member who is a person with disabilities.
32. Engage in abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises or threatens the health or safety of the owner, property management staff, or staff of the Agency.

*If you have any questions about any of your obligations, please speak with your program representative.*

**I hereby certify that I understand the family obligations of the Section 8 Housing Choice Voucher Program and that a violation of these obligations may result in termination from the program.**

\_\_\_\_\_  
Signature Head of Household

\_\_\_\_\_  
Date