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Request for Tenancy Approval (RFTA) - Owners Packet

RFTA packages from New Vendors must be submitted by the Landlord/Owner. New Vendor RFTA's will not be accepted from participants

- Payment Standard Reduction Notification
- Request for Tenancy Approval (RFTA), Instructions/Timeline
- Tenancy Addendum (HUD-52641-A)
- Disclosure of Information Regarding Lead-Base Paint
- Landlord Certification of Responsibility
- Authorization Agreement for Direct Deposit (To be drop off or sent via mail ONLY)
- Landlord Self-Inspection Checklist
- Model Lease Agreement
- Discrimination Notice – Equal Housing Opportunity
- Notice of Excess Payments

New Vendor Forms below

- Requirements for Vendor Accounts
- Vendor Affidavits Form
- W-9, Request for Taxpayer Identification Number and Certification
- Owner Consent Form



September 12, 2011

Re: Reduction in MDPHA Payment Standards for 2012

Dear Section8/Housing Choice Voucher (HCV) Participant:

This is to advise you that due to a reduction in Section 8 funding from the Department of Housing and Urban Development (HUD), the amount of housing assistance payment (HAP) made to the landlord by the MDPHA on your behalf may be reduced, which may result in an increase in the rent you pay.

The changes in the amount you pay to the landlord will be effective at your next annual re-examination. However some participants may see an increase in the amount they pay to the landlord when they are just coming on to the program or when they request to move to another unit.

How will you be notified?

Change of Rent Notifications will be sent to you and the landlord when we process your re-examination or when you move.

What should you do?

- If your tenant rent stays the same after your recertification you do not need to do anything.
- If your tenant rent portion increases, you may decide to:
 - Stay in your unit and pay the additional rent amount.
 - Move to a more affordable unit where the rent plus utilities is less than the Payment Standard for your unit size. You must give the landlord a 60-day written notice and request a Change of Dwelling from the Housing Choice Voucher office.

Sincerely,



Gregg Fortner
Director

Payment Standard Reduction and Examples

Unit Size	SR0	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Old (current) Payment Standard	659	842	953	1156	1479	1728	1987	2246	2438	2691
New Payment Standard	553	738	835	1013	1296	1514	1741	1968	2195	2422

EXAMPLES (dollar amounts below are used in an example—every case is different)

Gross Rent is HIGHER than Payment Standard

2 Bedroom Unit Contract Rent \$1,100 Utilities \$105 GROSS RENT = \$1,205	HAP and Tenant Portion under OLD Payment Standard	HAP and Tenant Portion under NEW Payment Standard
Payment Standard	\$ 1,156	\$ 1,013
HAP to Landlord	\$ 762	\$ 619
Tenant Rent Portion	\$ 338	\$ 481
TOTAL (Contract Rent)	\$ 1,100	\$ 1,100
Impact on Landlord		-\$143 in HAP
Impact on Tenant		+\$143 in Tenant Rent Portion

Gross Rent is LOWER than Payment Standard

2 Bedroom Unit Contract Rent \$900 Utilities \$105 GROSS RENT = \$1,005	HAP and Tenant Portion under OLD Payment Standard	HAP and Tenant Portion under NEW Payment Standard
Payment Standard	\$ 1,156	\$ 1,013
HAP to Landlord	\$ 611	\$ 611
Tenant Rent Portion	\$ 289	\$ 289
TOTAL (Contract Rent)	\$ 900	\$ 900
Impact on Landlord		-\$0 in HAP
Impact on Tenant		+\$0 in Tenant Rent Portion

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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 the Miami-Dade Housing Choice Voucher Program and must contain the following:

	REQUIRED DOCUMENTS	INSTRUCTIONS
<input type="checkbox"/>	Request for Tenancy Approval	<ul style="list-style-type: none"> 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 out on this form will cause it to be cancelled/voided Signed and dated by the Owner or Representative
<input type="checkbox"/>	The Disclosure of Information Regarding Lead-Based Paint and/or Lead Based Paint Hazards.	<ul style="list-style-type: none"> Completely filled out Initialed, signed and dated by the Owner or Representative Initialed, signed and dated by the Tenant Information must match page 2 of the RFTA (16c)
<input type="checkbox"/>	Landlord Certification of Responsibility	<ul style="list-style-type: none"> Each item has been initialed Complete either 16A or 16B, <i>but not both</i> The form has been signed and dated by the Owner or Representative
<input type="checkbox"/>	The Miami-Dade County Affidavits (Affidavits of Disclosure)	<ul style="list-style-type: none"> Completely filled out Each item initialed Signed and dated by the Owner and Managing Agent/Company, if applicable Notarized
<input type="checkbox"/>	Proof of Ownership	<ul style="list-style-type: none"> Tax bill or other document indicating the folio number for the Miami-Dade County property rolls Valid deed if not current on the tax rolls Ownerships 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, MDHCV may request appropriate documentation and may verify such ownership with other Miami-Dade County Agencies and the County Attorney's Office.
<input type="checkbox"/>	An <i>unexecuted</i> lease and Tenancy Addendum	<ul style="list-style-type: none"> In conformance with state and local statutes Includes a <i>proposed</i> lease start date A copy of the Tenancy Addendum has been provided for your information. This is a <i>required</i> document and may not be changed or altered. * Use of attached model lease is recommended. If a different lease is used, this lease must contain a breakdown of utilities distribution.
<input type="checkbox"/>	Condominium, co-op, or homeowner association approval letter	<ul style="list-style-type: none"> To be provided if applicable
<input type="checkbox"/>	W-9	<ul style="list-style-type: none"> 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.
<input type="checkbox"/>	Owners or Representative Identification (Legible copies of these documents will be sufficient.)	<ul style="list-style-type: none"> Driver's License OR AND • Proof of SSN or TIN for entity receiving tax liability (1099) State Issued Identification
<input type="checkbox"/>	Owner Consent Form	<ul style="list-style-type: none"> To be provided if applicable
<input type="checkbox"/>	Authorization Agreement for Direct Deposit	<ul style="list-style-type: none"> Completed Voided check attached If using a savings account, documentation from Bank is required. Unnecessary if you already receive Direct Deposit from MDHCV

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 Miami Dade County Tax Collector. In addition, the RFTA will also be denied for any properties under homestead exemption, except for duplexes if the owner resides in one of the units. In the case of duplexes, homestead exemption may only apply to 50% of the property.

RFTA packet must be dropped off to: **Miami-Dade Housing Choice Voucher Program / Attn: RFTA Processing**
7400 Corporate Center Drive, Bay H, Miami, FL 33126 Monday – Friday 8:30 am – 4:30pm

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REQUEST FOR TENANCY APPROVAL TIMELINE RFTA APPROVAL PROCESS

STEP	PROCESS	TIMELINE (in business days)
Step 1	RFTA Review (Intake Department) <ul style="list-style-type: none"> o Review RFTA and accompanying documents for completeness o The Owner will be contacted if documents are incomplete or missing; additional time may be required.** o If a child in the household has elevated blood levels from lead poisoning, this process will take approximately 5 additional days. 	From MDHCV receipt of RFTA: 6 days
Step 2	Inspections <ul style="list-style-type: none"> o Inspections department contacts Owner to schedule inspection. o MDHCV will make no more than 3 attempts to contact the Owner before voiding the RFTA. o It is the Owner's responsibility to have the unit ready and to have a representative available for the inspection. Utilities must be operable and Owner supplied appliances must be in place and operable. o If the first inspection fails or the unit is not ready, this process will repeat within 10 business days. o No more than 2 failed inspections will be allowed before the RFTA is voided <i>The Inspection Department will issue written notification to the Tenant and Owner regarding the outcome of the inspection.</i> 	From MDHCV contact to Owner: 12 days
Step 3	Rent Reasonableness <ul style="list-style-type: none"> o Once the unit has passed inspections, a Rent Reasonableness survey will be completed to determine if the proposed rent is acceptable. o If the proposed rent is more than the market will bear or more than the tenant can afford, MDHCV will contact the Owner to negotiate a lower rent. o If the Owner does not accept a reduced rent amount, the RFTA will be voided. <i>Written notification of the outcome of the survey will be mailed to the Owner via the "Contract Rent Decision Notification"</i> 	From date of passed Inspection 6 days
Step 4	HAP Execution (Intake Department) <ul style="list-style-type: none"> o MDHCV staff will contact the Owner to schedule an appointment to execute the HAP contract and obtain an executed lease agreement. o Authorization to Move-In will be issued once MDHCV has received all documents required to execute the HAP contract. 	From date of MDHCV contact to Owner for Rent Reasonableness 3 days
HAP payments may begin as early as 15 business days from HAP contract execution.		

****MDHCV values the privacy of the Owners who participate in the Program, and understands that you may not want to send personal identification documents with the client. You may submit your ID, proof of SSN/TIN, W-9, and Direct Deposit form separately from the RFTA documents. In this case, please identify in writing which client you are submitting documents for. All documentation MUST be received before the inspection can be scheduled. If the documents are not submitted within 10 days of receipt of the RFTA, the RFTA will be voided.****

Request for Tenancy Approval Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Public reporting burden for this collection of information is estimated to average .08 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	
9. Type of House/Apartment						
<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise						
10. If this unit is subsidized, indicate type of subsidy						
<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development						
<input type="checkbox"/> Home <input type="checkbox"/> Tax Credit						
<input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____						

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

_____ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

_____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

_____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

For Office Use Only (MARK IN RED)

Entity ID: _____ Voucher Size: _____
 Max. Shopping Range: _____ Voucher Issuance: _____
 Voucher Expiration _____

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RFTA Addendum

- | | |
|---|---|
| 1. Is a condo association letter required? <input type="checkbox"/> YES <input type="checkbox"/> NO | 2. 13 digit property Folio # _____ |
| 3. Is the Unit Handicap accessible? <input type="checkbox"/> YES <input type="checkbox"/> NO | 4. Number of Bathrooms _____ |
| 5. Telephone # to call to schedule inspection (_____) _____ | 6. Telephone # to call to enter unit day of inspection and/or gate code if applicable (_____) _____ |
| 7. Number of children under the age of six (6) who reside in the household? _____ | |

8. Please select all that are applicable to your unit.

- Parking:** Assigned Unassigned Carport Garage
- Exterior:** Balcony Deck Patio Porch Driveway Street None
- Amenities:** Garbage Disposal Dishwasher Cable Pool Pest Control Security System Lawn Care Ceiling Fans
 Washer/Dryer Hookups Washer/Dryer in Unit Washer/Dryer in Complex Microwave (in addition to Range)
 Fenced Yard Gated Community Window/Wall A/C Central AC

Additional Type of House/Apartment: Single Room Occupancy Independent Group Resident (Assisted Living Facility)

Option 1: The expense of a washer/dryer and cable can be included in the proposed rent at the time of RFTA submission so long as 1) It does not exceed the maximum shopping range and 2) Is within the rent range approved by the survey. If these two criteria are met the washer and dryer will be considered an amenity for rent reasonableness purposes. If the inclusion of the washer/dryer and/or cable fee causes the unit to exceed the affordability threshold for the tenant and/or the rent range approved by the survey the owner must exercise option 2.

Option 2: The owner can offer an HCVP tenant the choice of a washer/dryer and/or cable via an addendum to the lease agreement. The addendum can require the tenant to pay a **fee in addition to rent** so long as the addendum is worded as such. In other words, the wording of the addendum cannot refer to the washer/dryer and/or cable fee as rent. For this option, the washer/dryer and cable fee will not be considered an amenity for rent reasonableness purposes.

Owner/Landlord and Tenant acknowledge that:

- *The information above is true and accurate*
- *Falsifying information may result in program termination for both parties*

 Print Name of Tenant

 Print Name of Owner/Landlord

 Tenant Signature

 Owner/Landlord Signature

 Date

 Date

 Tenant E-Mail

 Owner/Landlord E-Mail

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program (To
be attached to Tenant Lease)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 04/30/2014

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including

redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c Family damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d Housing services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c Criminal activity or alcohol abuse.

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that

is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

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 lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

Si necesita ayuda con este formulario, llame al 305-403-3222
Si w bezwen yo ede w ak fom sa a, tanpri rele 305-403-3222

Disclosure of Information Regarding Lead-Based Paint and/or Lead-Based Paint Hazards

This document is used to ascertain as to whether or not the Lessor or Lessee have knowledge of a Lead-Based paint Hazard.

TENANT AND LANDLORD MUST SIGN THIS FORM

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead based paint and lead based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (Initial and check the spaces below that apply (a AND b))

_____ (a) **Presence of lead-based paint or lead-based paint hazards (check one below):**

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

_____ (b) **Records and reports available to the lessor (check one below):**

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgement

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information provided by the signatory is correct and accurate.

Lessor _____ **Date** _____

Lessor _____ **Date** _____

Lessee _____ **Date** _____

Lessee _____ **Date** _____

Agent _____ **Date** _____

Agent _____ **Date** _____

Address of Assisted Unit _____

City: _____ **State:** _____ **Zip:** _____

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 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.

**HOUSING QUALITY STANDARDS
LANDLORD SELF-INSPECTION
CHECKLIST**



	Major Areas of Unit	Question to Ask	Yes or No	Repairs Needed
Mechanical Items	Electricity	1. Do all fixtures and outlets work?		
		2. Is there lighting in common hallways and porches?		
		3. Are all outlets, light switches, and fuse boxes properly covered with no cracks or breaks in the plates or doors		
		4. Are electric fixtures securely fastened without hanging or exposed wires?		
		5. Does the unit have a properly working & installed Ground Fault Circuit Interrupter (GFCI) Outlet?		
		6. Are all 3 prong electrical outlets grounded?		
	HVAC	7. Are all utilities on the day of the inspection?		
		8. Is there permanently installed and properly operating heating equipment?		
Plumbing	Bathroom	9. Is toilet securely fastened with no leaks or gaps and flushed properly?		
		10. Sink – Is there hot and cold running water, proper drainage, and no leaks?		
		11. Bathtub/shower – Is there hot and cold running water, proper drainage and no leaks?		
		12. Is bathroom vented with either a working exhaust fan or an exterior window?		
	Kitchen	13. Sink – Is there hot and cold running water, proper drainage, and no leaks?		
		14. Is there a fully working stove or cook top and oven?		
		15. Do all burners on the stovetop ignite, does the oven work, and are all knobs presents or controls working?		
		16. Does the refrigerator cool/freeze properly?		
		17. Is there a fully working refrigerator?		
	Other	18. Does the hot water heater work properly?		
19. Does the water tank have a properly installed pressure relief valve extension tube?				
20. Is the bathroom free of any sewer odor or drainage problem?				
Unit Interior	Wall Condition	21. Are walls free or air and moisture leaks, large holes and cracks?		
	Ceiling Condition	22. Are ceilings free of air and moisture leaks, large holes and cracks?		
	Floor Condition	23. Are floors free of weak spots or missing floorboards?		
		24. Are floors free of tripping hazards from loose flooring or covering?		
	Cabinets/Interior Doors	25. Are cabinets securely fastened to the wall?		
		26. Is there space for food preparation and storage?		
		27. Are all doors securely hung?		
	Security	28. Is there free and clear access to all exits?		
		29. Do all exterior and common area doors have properly installed and working locks?		
		30. Do first floor windows and windows opening to a stairway, fire escape, or landing have locks?		
	Health & Safety	31. Is there a working smoke detector on each level of the unit?		
		32. Are smoke detectors installed outside or near		

Miami-Dade Housing Choice Voucher Program		HOUSING QUALITY STANDARDS LANDLORD SELF-INSPECTION CHECKLIST			
	Major Areas of Unit	Question to Ask	Yes or No	Repairs Needed	
		bedrooms?			
		33. Is the unit free of insect or rodent infestation?			
Unit Exterior	Windows	34. Is there at least one exterior window in each bedroom and in the living room?			
		35. Do windows open, close, and lock properly?			
		36. Is the unit free of cracked, broken, or leaky windows?			
	Other	37. Is the roof free of leaks?			
		38. Are gutters (if required) attached firmly?			
		39. Are exterior surfaces in a condition to prevent moisture leaks and rodent infestation?			
		40. Is the chimney secure and flue tightly sealed with no gaps?			
		41. Is the house/building's foundation sound?			
		42. Are openings around doors and windows weather-tight?			
		43. Are sidewalks free of tripping hazards?			
Stairways	Stairways: Interior & Exterior	44. Are all handrails properly secured?			
		45. Is there a handrail when there are 4 or more consecutive steps?			
		46. Are stairs free of loose, broken, or missing steps?			
		47. Are stairways free to tripping hazards?			
		48. Are there secure railings on porches, balconies, and landings 30" or higher?			
Other	Interior/Exterior Building	49. Is the unit free of debris outside and inside the units?			
		50. Are there covered waste disposal receptacles?			
		51. Units built before 1978 with child residents under 6 yrs old must be free of chipping, peeling, flaking, chalking or cracking painted surfaces, including windows, window seals, door frames, walls, ceilings, porches, and all other interior/exterior painted surfaces.			

NOTES



Carlos A. Gimenez, Mayor

Public Housing and Community Development

Miami-Dade Housing Choice Voucher Program

Florida Quadel, Contractor

P.O. Box 521750

Miami, Florida 33152-1750

T 305-403-3222

TTD/TTY Florida Relay Service

800-955-8771 or Dial 711

miamidade.gov

Si necesita ayuda con este formulario, llame al 305-403-3222

Si w bezwen yo ede w ak fom sa a, tanpri rele 305-403-3222

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

I (we) hereby authorize the Miami-Dade Public Housing Agency to initiate credit entries to my (our) account in the financial institution named below and authorize the financial institution to credit the same to my (our) account.

This authorization is to remain in effect unless revoked buy the vendor in writing to the Miami-Dade Public Housing Agency. Account changes must be reported to the Miami-Dade Public Housing Agency thirty (30) days prior to the actual change.

Please complete the following information and attach a voided check.

SECTION 1 - (To be completed by vendor)
TYPE OF TRANSACTION (check one): [] ADD (new) [] CHANGE [] DELETE
SECTION 8 LANDLORD? YES [] NO [] VENDOR NAME:
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER:
MAILING ADDRESS:
CITY, STATE, ZIP:
PHONE NUMBER: EMAIL ADDRESS:
PAYEE PRINTED NAME PAYEE SIGNATURE
CO-PAYEE PRINTED NAME CO-PAYEE SIGNATURE

SECTION 2 - (To be completed by financial institution)
DIRECT DEPOSIT TO BE MADE TO
FINANCIAL INSTITUTION NAME:
MAILING ADDRESS:
CITY, STATE, ZIP: TELEPHONE NUMBER:
TYPE OF ACCOUNT: CHECKING [] SAVINGS []
BANK ROUTING NUMBER (The first nine digits prior to the account number in the bottom left corner of the check.)
Please note: some banks have different routing numbers for ACH or Direct Deposits
BANK ACCOUNT NUMBER BANK STAMP
BANK OFFICIAL (Please Print Legibly) DATE:

SECTION 3 - (To be completed by MDPHA Finance Division's Accounting Staff)
DATE RECEIVED: / / ACH BANK CODE:
VENDOR NUMBER: ACH PROCESSED: / /
CASH MANAGEMENT APPROVAL BY: SIGNATURE:
DISBURSEMENT OFFICER APPROVAL BY: SIGNATURE:

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT WILL ONLY BE ACCEPTED VIA DOCUMENT DROP OFF OR POSTAL MAIL. NO FAXED OR ELECTRONICLY MAILED AGREEMENTS WILL BE ACCEPTED.



LEASE AGREEMENT

I. TERM AND PARTIES: This is a lease (the "Lease") for a period of _____ months (the "Lease Term"),
(Number)
beginning _____ and ending _____, between
(Month, day, year) (Month, day, year)

(Name of owner of the property)
and _____
(Name of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

II. PROPERTY RENTED. Landlord leases to Tenant the premises located at the following address:.

(Street address)
_____, Florida _____
(City) (Zip code)

together with the following furniture and appliances:

[List all furniture and appliances. If none, write "none."] (In the Lease the property leased, including furniture and appliances, if any, is called "the Premises.")

III. COMMON AREAS. In multi-family properties, Landlord grants to Tenant permission to use, along with others, the common areas of the building and the development of which the Premises are a part.

IV. RENT: Tenant shall pay to Landlord the sum of \$ _____ as rent for the full term of the lease, payable in monthly installments to Landlord due on the _____ day of each calendar month during the period of this Lease. Rent shall be mailed or delivered in person to _____

- a. The Rent shall be payable in monthly installments on the _____ day of each month, with a five (5) day grace period.
- b. Payment can be made by cash, check, money order at the Owners' address specified above or at such other address as Owner may from time to time designate by written notice served upon Tenant.
- c. Owner or his employee or agent will every month provide tenants with a written rent receipt.

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

- a security deposit of \$ _____ to be paid upon signing the Lease.
- a pet deposit in the amount of \$ _____ to be paid upon signing the Lease.
- a late charge in the amount of \$ _____ for each Lease Payment made more than _____ number of days after the date it is due. Notwithstanding this provision or any other provision in this Lease to the contrary, Landlord and Tenant agree, that Landlord shall not be entitled to collect a late fee or charge from both the Tenant and Miami-Dade Public Housing Authority ("MDPHA") under this Lease.
- a bad check fee in the amount of \$ _____ (not to exceed \$30.00 or 5% of the Lease Payment, whichever is greater). If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provision apply:

- A. Landlord shall hold the money in a separate non-interest-bearing account in a banking institution insured by the FDIC for the benefit of Tenant. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord.
- B. Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the

security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. If the Landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

- C. Unless the tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

VII. NOTICES. _____ Is Landlord's Agent. All notices to Landlord and Lease Payments
[Name]
must be sent to Landlord's Agent at _____
[Address]

Unless Landlord gives Tenant written notice of a change, Landlord's Agent may perform inspections on behalf of Landlord. All notices to Landlord shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premise. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

The Premises may be located in a condominium, cooperative development or may be subject to a Homeowners Association (collectively Association). The lease, and Tenant's rights under the Lease, shall be subject to all terms, conditions, provisions, and restrictions set out in the Declaration of Condominium, Homeowners' Association, the plat, and restrictions, rules and regulations as now exist or may be adopted, modified, amended, or repealed by the governing Association during the Lease Term.

- A. Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.
- B. Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.
- C. Tenant shall not create any environmental hazards on or about the Premises.
- D. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.
- E. Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.
- F. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

IX. CARE AND MAINTENANCE OF PREMISES:

- A. Owner's Responsibilities:
 - i. Warranty of Habitability: The Owner promises that the leased premises and building are fit to live in and not dangerous to life, health, or safety of the occupants and that the apartment and building meet the standards required by all applicable housing codes, building codes, health codes and Section 83.51 of the Florida Statutes. At all times during Tenant's tenancy, Owner shall maintain the premises in good condition as required by all applicable building, housing, health codes and Section 83.51 of the Florida Statutes. Owner agrees to meet all requirements of applicable codes and laws, including but not limited to:
 1. Maintaining the roofs, windows, screens, doors, floors, steps, porches, exterior and interior walls, foundations and all other structural components.
 2. Maintain all plumbing in reasonable and working order.
 3. Maintain all electrical systems in reasonable and working order.
 4. Provide hot and cold running water 24-hours a day.
 5. Provide for regular extermination of rats, mice, roaches, ants, wood-destroying organisms and bedbugs.
 6. Provide for the clean and safe condition of all inside and outside common areas including garbage pickup, lawn maintenance and maintenance of exterior lighting.

- ii. **Breach of Warranty of Habitability:** Unless the apartment or building becomes unfit to live in due to the misconduct of the tenant or the tenant's family or guests, the Owner will be held responsible for any breach of warranty of habitability. Conditions which would constitute breach of the warranty of habitability include, but are not limited to:
 1. Insect or Rodent Infestation
 2. Insufficient plumbing facilities
 3. Dangerous electrical outlets or wiring
 4. Inadequate sanitation facilities
 5. Holes in walls or ceilings

B. Tenant's Responsibilities: At all times during the Lease Term, Tenant shall:

1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
2. keep the Premises clean and sanitary;
3. remove all garbage from the dwelling unit clean, and sanitary, and in repair; and
4. keep all plumbing fixtures in the dwelling unit clean, sanitary and in repair; and
5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

C. **Repairs:** Prior to the Commencement date of this agreement, Owner shall (at Owner's own cost and expense, and to the satisfaction of Tenant) put the premises in a condition that meets the Warrant of Habitability standard referenced above and all other applicable standards from housing, building codes, health codes and Section 83.51 of the Florida Statues. The Owner shall be responsible for all subsequent repairs as to keep and maintain the premises to the standards required by applicable housing, building codes, health codes and Section 83.51 of the Florida Statues.

a. **Time for Repairs:**

- i. Non-emergency repairs will be made within 15 days of receipt of Repair Request Form.
- ii. In the event that repairs are not completed within 15 days, Tenants may elect to EITHER:
 1. Pay for repairs and deduct the cost of repairs from the monthly rent rate. Deductions should be based either on actual receipts or at rates equivalent to current standard; OR
 2. Exercise their legal right to abate rent payments until all repairs are completed.

D. **Right of Inspection:** During the term of this lease and any renewal thereof, Owner and his agents shall only enter described premises to conduct repairs or inspection upon 3-days written notice to Tenant AND after Tenant and Owner (or his agents) have agreed upon a date and time for the inspection or repair to occur. Owner shall not enter the described premises without Tenant's permission, the only exception being in the case of emergency or when absolutely necessary for the protection or preservation of the premises. Tenant agrees to not unreasonably withhold consent to the Owner to enter the described premises.

X. UTILITIES AND AMENITIES (Please check all that apply to the unit)

Utilities

Electricity bills will be paid by	___ Landlord ___ Tenant.
<i>Select a power source</i>	___ Natural Gas ___ Electric ___ Heat Pump ___ Bottle Gas (Propane)
Heating bills will be paid by	___ Landlord ___ Tenant.
<i>Select a power source</i>	___ Natural Gas ___ Electric ___ Heat Pump ___ Bottle Gas (Propane)
Refrigerator will be provided by	___ Landlord ___ Tenant
<i>Select a power source</i>	___ Natural Gas ___ Electric ___ Heat Pump ___ Bottle Gas (Propane)
Range /Microwave will be provided by	___ Landlord ___ Tenant
<i>Select a power source</i>	___ Natural Gas ___ Electric ___ Heat Pump ___ Bottle Gas (Propane)
AC bills will be paid by	___ Landlord ___ Tenant
<i>Select a power source</i>	___ Natural Gas ___ Electric ___ Heat Pump ___ Bottle Gas (Propane)
Heating bills will be paid by	___ Landlord ___ Tenant
<i>Select a power source</i>	___ Natural Gas ___ Electric ___ Heat Pump ___ Bottle Gas (Propane)
AC/Heating bills will be paid by	___ Landlord ___ Tenant
<i>Select a power source</i>	___ Natural Gas ___ Electric ___ Heat Pump ___ Bottle Gas (Propane)
Other Electric bills will be paid by	___ Landlord ___ Tenant
<i>Select a power source</i>	___ Natural Gas ___ Electric ___ Heat Pump ___ Bottle Gas (Propane)

Utilities (continued)

Water bills will be paid by	___ Landlord	___ Tenant.
Sewer bills will be paid by	___ Landlord	___ Tenant.
Trash services will be paid by	___ Landlord	___ Tenant.

Amenities

Garbage Disposal	___	Cable	___
Dishwasher	___	Pool	___
Pest Control	___	Security System	___
Lawn Care	___	W/D Hookups	___
Washer/Dryer in Unit	___	Ceiling Fans	___
Washer/Dryer in Complex	___	Microwave (In addition to range)	___

XI. LANDLORD'S ACCESES TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - 1. with Tenant's consent;
 - 2. in case of emergency;
 - 3. when Tenant unreasonably withholds consent; or
 - 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies the Landlord of an intended absence, then Landlord may enter only with Tenant's consent for the protection or preservation of the Premises.

XII. PROHIBITED ACTS BY LANDLORD.

Landlord cannot cause, directly or indirectly, the termination or unreasonable interruption of any utility service furnished to Tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration (whether or not the utility service is under the control of, or payment is made by, Landlord).

Landlord cannot prevent Tenant's access to the Premises by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

Landlord cannot remove the outside doors, locks, roof, walls, or windows of the Premises except for purposes of maintenance, repair, or replacement. Landlord cannot remove Tenant's personal property from the Premises unless the action is taken after surrender, abandonment, or a lawful eviction. If provided in a written agreement separate from the Lease, upon surrender or abandonment by Tenant, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property. (For the purpose of this section, abandonment means Tenant is absent from the Premises for at least one-half a Rental Installment Period without paying rent or giving Landlord reasonable notice of Tenant's absence).

XIII. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired. Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

XIV. DEFAULT.

- A. **Landlord's Default.** Except as noted below, Landlord will be in default if Landlord fails to comply with Landlord's required maintenance obligations under Section IX(A) or fails to comply with other material provisions of the Lease and such failure continues for more than 7 days after Tenant delivers a written notice to Landlord that tells Landlord how Landlord has violated the Lease.

If Landlord's failure to comply is due to causes beyond the Landlord's control and if Landlord has made, and continues to make, every reasonable effort to correct the problem, the Lease may be altered by the parties, as follows:

- 1. If Landlord's failure to comply makes the Premises uninhabitable and Tenant vacates, Tenant shall not be liable

- for rent during the period the Premises remains uninhabitable.
2. If Landlord's failure to comply does not make the Premises uninhabitable and Tenant continues to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
- B. Tenant's Default.** Tenant will be in default if any of the following occur:
1. Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Premises.
 2. Tenant fails to perform its obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.
 3. Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after deliver of written notice to Tenant from Landlord specifying the default.
- C. Waiver of Default.** If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any provision of the Lease different from the performance required by the Lease, if Tenant pays rent knowing of Landlord's default or accepts performance by Landlord of any provision of the Lease different from the performance required by the Lease, the party accepting the rent or performance or making the payment shall not have the right to terminate the Lease or to bring a lawsuit for that default, but may enforce any later default.

XV. REMEDIES AND DEFENSES.

A. Tenant's Remedies.

1. If Landlord has defaulted under the Lease and if Tenant has given Landlord a written notice describing the default and Tenant's intention to withhold rent if the default is not corrected within 7 days, Tenant may withhold an amount of rent equal to the loss in rental value caused by the default. If Tenant's notice advises Landlord that Tenant intends to terminate the Lease if the default is not cured within 7 days and the default is not cured within the 7 days, Tenant may terminate the Lease.
2. If Tenant has given the notice referred to in subparagraph (1) above, and if Landlord has not corrected the default within 7 days, Tenant may, in addition to withholding the applicable amount of rent, file a lawsuit in county court to require Landlord to correct the default and for damages.
3. If Landlord's default makes the Premises uninhabitable, and if Tenant has given Landlord a notice describing the default and informing Landlord that Tenant intends to terminate the Lease, then if Landlord does not cure the default within the 7-day period, Tenant may terminate the Lease at the end of the 7 days.
4. If Landlord violates the provisions of Section XII, Landlord shall be liable to Tenant for actual and consequential damages or 3 months' rent, whichever is greater, for each violation.

B. Landlord's Remedies.

1. If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord may also recover double rent for the period during which Tenant refuses to vacate the Premises.
2. If Tenant defaults under the Lease by failing to pay rent, as set forth in section XIV(B)(1), Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately. If Tenant defaults under the Lease for any other reason, as set forth in sections XIC(B)(2) or (3) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within 7 days of delivery of the notice of termination.
3. If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premise as provided by law.
4. Landlord shall not recover possession of the Premises except:
 - a. in a lawsuit for possession;
 - b. when Tenant has surrendered possession of the Premises to Landlord; or
 - c. when Tenant has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be considered abandoned if Tenant is absent from them for at least one-half a Rental Installment Period, the rent is not current, **and** Tenant has not notified Landlord, in writing, of an intended absence.
5. If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession. If Tenant has surrendered possession of the Premises to Landlord or if Tenant has abandoned the Premises, Landlord may:
 - a. treat the Lease as terminated, retake possession for Landlord's own account, and any further liability of Tenant will be ended;
 - b. retake possession of the Premises for Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new tenant; or

- c. do nothing, and Tenant will be liable for the rent as it comes due.
 - 6. If Landlord retakes possession of the Premises for Tenant's account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new lease shall be deducted from the rent due from Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties that Landlord owns or has the responsibility to rent.
- C. Other Remedies** Each party also may have other remedies available at law or in equity.
- D. Defenses.** In a lawsuit by Landlord for possession of the Premises based upon nonpayment of rent or in a lawsuit by Landlord seeking to obtain unpaid rent, Tenant may assert as a defense Landlord's failure to perform required maintenance, as set forth in Section IX(A) above. Landlord's failure to provide elective maintenance, as set forth in Section IX(B) above, shall not be a defense to any lawsuit by Landlord for possession of the Premises unless otherwise provided by the Lease or applicable law. Tenant also may raise any other defense, whether legal or equitable, that Tenant may have, including the defense or retaliatory conduct.
- E. Payment of Rent to Court.** In any lawsuit by Landlord for possession of the Premises, if Tenant raises any defense other than payment, Tenant must pay into the registry of the court the past due rent set forth in Landlord's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of Tenant to pay the rent into the registry of the court will be a waiver of Tenant's defenses other than payment.
- F. Attorney's Fees.** In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorneys' fees from the party who loses.
- XVII. RISK OF LOSS.** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effect of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft or loss is caused by Tenant, Tenant's family, agents, employees, guest or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage or injury caused by its own negligence or willful conduct.
- XVIII. SUBORDINATION.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
- XIX. LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.
- XXI. RENEWAL/EXTENSION.** The Lease can be renewed only by a written agreement signed by both Landlord and Tenant, but **no renewal may extend the term to a date more than 1 year after the lease begins.** A new lease is required each year.
- XXII. MISCELLANEOUS:**
- A. Time is of the essence of the Lease.
 - B. The Lease and the HUD-approved Tenancy Addendum (form HUD-52641A), which is attached hereto and incorporated by reference, shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
 - C. In case of any conflict between the provisions of the Tenancy Addendum as required by HUD, and any other provisions of the Lease or any other agreement between the owner and the tenant, the requirements of the HUD-required Tenancy Addendum shall control.
 - D. The agreements contained in the Lease and the HUD-approved Tenancy Addendum set forth the complete understanding of the parties and may not be changed or terminated orally.
 - E. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
 - F. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

- G. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
- H. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- I. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- J. The Landlord hereto agrees to abide by terms and conditions of the Housing Assistance Payments Contract ("HAP") between Landlord and MDPHA and with all rules and regulations of the MDPHA Housing Choice Voucher and/or Moderate Rehabilitation Program ("Program"). The provision of the HAP and Program are incorporated herein by reference.

The Lease has been executed by the parties on the dates indicated below:

Executed by Landlord in the presence of:

_____ Print Landlord Name

Print Name: _____ By: _____
Landlord's Signature

_____ As: _____

2 witnesses needed for Landlord Date: _____

Executed by Tenant in the presence of:

_____ Tenant's signature

_____ Print Tenant Name

Print Name: _____ Date: _____

_____ Tenant's signature

_____ Print Tenant Name

Print Name: _____ Date: _____

2 witnesses needed for each Tenant

This form was completed

With the assistance of

Name:

Address:

Telephone No.

Lease Addendum

The purpose of this lease addendum is to document the utility responsibility for the unit listed above in accordance with the requirements of C.F.R.982.308 (d) Required information. The lease must specify all of the following: (5) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

This is an addendum to the residential lease agreement between:

Lessee (tenant): _____ and, Lessor (owner): _____

For unit: _____

Lease Start Date: _____ Lease End Date: _____

Renewal Terms: _____

O = Utilities and appliances provided and/or paid for by the owner.

T = Utilities and appliances provided and paid for by the tenant.

Utility Item	Specify Fuel Type	Provided By	Paid By	Amenities Item
Heating	<input type="checkbox"/> Natural <input type="checkbox"/> Gas <input type="checkbox"/> Electric Oil			<input type="checkbox"/> Garbage Disposal <input type="checkbox"/> Cable
Cooking	<input type="checkbox"/> Natural <input type="checkbox"/> Gas <input type="checkbox"/> Electric Oil		<input type="checkbox"/> Dishwasher <input type="checkbox"/> Pool	
Water Heating	<input type="checkbox"/> Natural <input type="checkbox"/> Gas <input type="checkbox"/> Electric Oil		<input type="checkbox"/> Pest Control <input type="checkbox"/> Security System	
Other Electric			<input type="checkbox"/> Lawn Care <input type="checkbox"/> W/D Hookups	
Water			<input type="checkbox"/> Washer/Dryer in Unit <input type="checkbox"/> Ceiling Fans	
Sewer			<input type="checkbox"/> Washer/Dryer in Complex <input type="checkbox"/> Microwave (in addition to range)	
Trash Collection				
Air Conditioning			<input type="checkbox"/> A/C (rev cycle: cool+heat)	
Refrigerator				
Range/Microwave	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric			
Other (specify)				

Amenities Policy:

Option 1: The cost of amenities can be included in the requested rent amount. These amenities will be taken into consideration for making the rent determination. The tenant cannot be charged a separate fee for these amenities if they are included in the rent. The tenant should not enter into any additional agreement for these amenities. If the rent determination shows that the tenant does not have enough income to support the rent plus amenities, the rent request will be denied.

Option2: Tenants can choose to pay for an amenity on their own so long as the cost of the amenity is not part of the rent. Any agreement signed by the tenant for amenities must have the same termination date as the lease and cannot state that the fee is considered additional rent. This agreement must be disclosed to the HCV program. The HCV program does not assume responsibility for failure of tenant to comply with any provision of the amenities agreement. Tenant is advised to carefully consider the burden of an additional expense before entering into an agreement.

Signature (Lessee) Date: _____

Signature (Lessor) Date: _____

For Office Use Only:		
Bedroom Size: _____	Building Type: _____	Utility Allowance: _____



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

LANDLORDS

DID YOU KNOW

TAKING EXCESS PAYMENTS FROM

HOUSING CHOICE VOUCHER

(SECTION 8) TENANTS

CAN GET YOU IN TROUBLE AND

COST YOU THOUSANDS OF DOLLARS

- Your Housing Assistance Payment (HAP) may be terminated.
- You may be referred to the HUD Office of Inspector General for criminal investigation.
- You may be sued by your tenant under the federal False Claims Act.

In 2005 Ms. Coleman sued her landlord in federal court. Ms. Coleman's rent was \$1,550. She was responsible for paying \$20 per month and the Housing Authority \$1,530. Ms. Coleman's landlord asked her to pay additional rent in the amount of \$60 for 6 months.

The Court ruled that under the False Claims Act the landlord would have to pay Ms. Coleman \$33,000 for taking excess payment in the amount of \$360. The False Claims Act allows the tenant to recover from the landlord the amount of the claim plus \$5,500-\$11,000 in penalties per claim. Each month that the landlord collected excess rent is a separate claim so the landlord was ordered to pay $6 \times \$5,500 = \$33,000$ in penalties. Coleman v. Hernandez, 490 F. Supp.2d 278 (D. Conn. 2007)

IS IT WORTH THE RISK?

Si necesita ayuda con este formulario, llame al 305-403-3222
Si w bezwen yo ede w ak fom sa a, tanpri rele 305-403-3222

Requirements for new vendor accounts and existing vendor account updates
HAP Contracts will not be executed until applicable documents are submitted

- **Unless making account changes, existing vendors are not required to submit new vendor documents**
 - Existing vendors are only required to submit documents relative to specific account changes

- **If property is owned by an individual, these documents are needed:**
 - Miami-Dade County Affidavit (original)
 - If owner works for Miami-Dade County, Ethics Letter needed (original or copy)
 - W-9 (original)
 - Government-issued ID (copy)
 - Social Security Card (copy)
 - Proof of Ownership (copy)
 - PTXA – Property Tax Appraiser Website http://www.miamidade.gov/pa/property_search.asp
 - Verify ownership and proof of paid taxes. If taxes are delinquent, then proof of paid receipt must be submitted
 - **Recorded** Warranty Deed (if ownership recently changed)
 - Homestead Exemption
 - If Homestead Exemption is currently on the property and the ownership of the property was not changed, a **Recorded** Homestead Exemption Cancellation form is needed.
 - Authorization Agreement for Direct Deposit (if applicable)
 - **Original** Document only accepted
 - Section 1 must be completed and signed by owner
 - Voided check must be attached with form
 - Information on check must match the name of the owner
 - Copy of a check is not accepted
 - Starter checks are not accepted
 - If voided check is not submitted, then Section 2 must be completed by their bank
 - Bank official must sign/print their name/title on for and must include their bank stamp

- **If property is owned by more than one individual, these documents are needed:**
 - Miami-Dade County Affidavit (original)
 - If owner works for Miami-Dade County, Ethics Letter needed (original or copy)
 - W-9 (original)
 - Government-issued ID (copy)
 - Social Security Card (copy)
 - Owner Consent Form (original)
 - This form must be completed and signed by the other owner(s) who is giving consent to **one** owner to collect the payments and execute all documents pertaining to the property
 - This form must be properly notarized in order for it to be accepted
 - Proof of Ownership (copy)
 - PTXA – Property Tax Appraiser Website http://www.miamidade.gov/pa/property_search.asp
 - Verify ownership and proof of paid taxes. If taxes are delinquent, then proof of paid receipt must be submitted

- **Recorded** Warranty Deed (if ownership recently changed)
- Homestead Exemption
 - If Homestead Exemption is currently on the property and the ownership of the property was not changed, a **Recorded** Homestead Exemption Cancellation form is needed.
- Authorization Agreement for Direct Deposit (if applicable)
 - **Original** Document only accepted
 - Section 1 must be completed and signed by owner
 - Voided check must be attached with form
 - Information on check must match the name of the owner (one who is getting paid)
 - Copy of a check is not accepted
 - Starter checks are not accepted
 - If voided check is not submitted, then Section 2 must be completed by their bank
 - Bank official must sign/print their name/title on for and must include their bank stamp

****Example: Owner A and Owner B both own a property. If Owner A is the one collecting payments, all documents mentioned above must be completed by Owner A. Owner B must only complete the owner consent form authorizing Owner A to collect payments on his behalf. Owner B does NOT need to complete all documents****

- **If property is owned by an individual and would like payments to go to someone else (HAP Payee), these documents are needed:**
 - Miami-Dade County Affidavit (original)
 - Must be completed by both the owner of the property and the HAP Payee
 - If owner works for Miami-Dade County, Ethics Letter needed (original or copy)
 - W-9 (original)
 - Must be completed by both the owner of the property and the HAP Payee
 - Government-issued ID (copy)
 - For both the owner and HAP Payee
 - Social Security Card (copy)
 - For both the owner and HAP Payee
 - Owner Consent Form (original)
 - This form must be completed and signed by the owner, giving consent to the HAP Payee to collect the payments and execute all documents pertaining to the property
 - This form must be properly notarized in order for it to be accepted
 - Proof of Ownership (copy)
 - PTXA – Property Tax Appraiser Website http://www.miamidade.gov/pa/property_search.asp
 - Verify ownership and proof of paid taxes. If taxes are delinquent, then proof of paid receipt must be submitted
 - **Recorded** Warranty Deed (if ownership recently changed)
 - Homestead Exemption
 - If Homestead Exemption is currently on the property and the ownership of the property was not changed, a **Recorded** Homestead Exemption Cancellation form is needed
 - Authorization Agreement for Direct Deposit (if applicable)
 - **Original** Document only accepted
 - Section 1 must be completed and signed by HAP Payee
 - Voided check must be attached with form
 - Information on check must match the name of the HAP Payee
 - Copy of a check is not accepted
 - Starter checks are not accepted
 - If voided check is not submitted, then Section 2 must be completed by their bank
 - Bank official must sign/print their name/title on for and must include their bank stamp

- **If property is owned by a Corporation, LLC, LLP, these documents are needed:**
 - Miami-Dade County Affidavit (original)
 - W-9 (original)
 - Government-issued ID of an authorized signer for the company(copy)
 - Articles of Incorporation will verify who is authorized to sign
 - Proof of EIN (copy)
 - From www.sunbiz.org, printout corporate status
 - If EIN is not on SUNBIZ, then the IRS letter assigning the company its EIN is needed
 - Proof of Ownership (copy)
 - PTXA – Property Tax Appraiser Website http://www.miamidade.gov/pa/property_search.asp
 - Verify ownership and proof of paid taxes. If taxes are delinquent, then proof of paid receipt must be submitted
 - **Recorded** Warranty Deed (if ownership recently changed)
 - Homestead Exemption
 - If Homestead Exemption is currently on the property, no further action is required as this exemption status shall be terminated.
 - Authorization Agreement for Direct Deposit (if applicable)
 - **Original** Document only accepted
 - Section 1 must be completed and signed by owner
 - Voided check must be attached with form
 - Information on check must match the name of the company
 - Copy of a check is not accepted
 - Starter checks are not accepted
 - If voided check is not submitted, then Section 2 must be completed by their bank
 - Bank official must sign/print their name/title on for and must include their bank stamp

- **If property is owned by a Trust these documents are needed:**
 - Miami-Dade County Affidavit (original)
 - If owner works for Miami-Dade County, Ethics Letter needed (original or copy)
 - W-9 (original)
 - Government-issued ID (copy)
 - Copy of Trust Documents
 - Proof of EIN (copy)
 - Proof of Ownership (copy)
 - PTXA – Property Tax Appraiser Website http://www.miamidade.gov/pa/property_search.asp
 - Verify ownership and proof of paid taxes. If taxes are delinquent, then proof of paid receipt must be submitted
 - **Recorded** Warranty Deed (if ownership recently changed)
 - Homestead Exemption
 - If Homestead Exemption is currently on the property and the ownership of the property was not changed, a **Recorded** Homestead Exemption Cancellation form is needed.
 - Authorization Agreement for Direct Deposit (if applicable)
 - **Original** Document only accepted
 - Section 1 must be completed and signed by owner
 - Voided check must be attached with form
 - Information on check must match the name of the owner
 - Copy of a check is not accepted
 - Starter checks are not accepted
 - If voided check is not submitted, then Section 2 must be completed by their bank
 - Bank official must sign/print their name/title on for and must include their bank stamp



VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. **It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the Department of Procurement Management, Vendor Services Section.**

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

FEIN _____

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

NAICS Code _____

A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (If same as line A, leave blank)

Street Address (P.O. Box Number is not permitted) _____ City _____ State (U.S.A.) _____ Country _____ Zip Code _____

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS

OWNERS	FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW													
					GENDER		RACE / ETHNICITY											
					M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other						

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS	% OF OWNERSHIP

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No _____
2. Does your firm provide paid health care benefits for its employees? Yes _____ No _____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

		NUMBER OF EMPLOYEES	
		<u>Males</u>	<u>Females</u>
	White		
	Black		
	Hispanic		
	Asian/Pacific Islander		
	Native American/Alaskan Native		
	Other		
Total Number of Employees			

Total Employees

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
- The Rehabilitation Act of 1973, 29 U.S.C. Section 794
- The Federal Transit Act, as amended, 49 U.S.C. Section 1612
- The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant)

(Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public –
State of: _____

State

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____ 20 _____.

by _____ He or she is personally known to me Or has produced identification

Type of Identification Produced _____

Signature of Notary Public

(Serial Number)

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal
(When applicable)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Si necesita ayuda con este formulario, llame al 305-403-3222
Si w bezwen yo ede w ak fom sa a, tanpri rele 305-403-3222

OWNER CONSENT FORM

Date: _____

Client #: _____

Tenant's Name: _____

Address: _____

To whom it may concern:

This is to certify that I/we the undersigned owners hereby authorize _____,
 to collect payments execute all necessary documents for the above mentioned property.

All checks should be payable as follows:

Name: _____

Street Address: _____

City, State, Zip Code: _____

 Signature

 Signature

 Print Name

 Print Name

SUBSCRIBED AND SWORN TO (or affirmed) before me this ___ day of _____ 20__

by _____ . He/she is personally known to me or has presented as

_____ as identification
(Type of Identification)

 Signature of Notary

 Serial Number

 Print or Stamp of Notary

 Expiration Date

Notary Public – Stamp of State _____
(state)

Notary Seal

