

TO: Shelby Metropolitan Housing Authority

FROM:

DATE:

This will certify that I/we have been given a full explanation, by the Shelby Metropolitan Housing Authority (SMHA), of the following:

Only the Family and his/her household, consisting of persons shown on the latest application on file with the Shelby Metropolitan Housing Authority and the number of occupants set forth on the lease, shall reside in the unit.

1. The family is to report any changes in family composition, whether it is an increase or decrease, within 48 hours of the effective date.
2. The family is to report any and all income received by family and members of his/her family.
3. The family is to report any changes in family income whether it is an increase or decrease, within 48 hours of the effective date.
4. The family will be on monthly reporting if they have a zero income. There is a monthly income and expense form that will have to be completed and notarized. This form must be returned for the current month by the 15th of the following month.
5. If the family fails to report the total income for the current month by the 15th of the following month, the family will be responsible for the full contract rent for the second following month, even if the next month's income is less than the month not reported by the 15th. Failure to report income for two (2) consecutive months and the SMHA will cancel the Family Choice Voucher.
6. The family is to pay no more than 40% of their adjusted family income for rent and utilities. A family may receive an allowance for dependents, childcare (necessary to allow head and spouse in household to be employed or attend school) and handicap assistance in excess of 3% of gross annual income. An elderly family may receive allowances or medical expenses in excess of 3% of gross annual income, an elderly allowance, along with above mentioned allowances.
7. The family's gross annual income less allowances equals adjusted income. Adjusted income divided by 12 months and multiplied by 30% equals total tenant payment (TTP).
8. Total tenant payment less utility allowance (a set allowance for the cost of utilities and services paid by the tenant) equals total tenant rent (TTR).

9. A family is to pay a security deposit equal to one month's rent or what is fair and reasonable for the area. Lessor may not charge a higher deposit for a family that is receiving housing assistance.
10. The family is to pay his/her portion (Tenant Rent), as stated in the HAP Contract.
11. The tenant cannot pay more than 40% of their adjusted family income for rent. Should the lessor request more rent from the family, the family must not pay the lessor the extra rent, but must report the lessor's request to the SMHA immediately. If the family pays the lessor the extra rent, both can be prosecuted, fined, and even jailed. The family and the lessor may lose their right to enter into a Family Choice Voucher or HAP Contract with the SMHA in the future.
12. SMHA Form 38 "Landlords with possible units" you can also contact other landlords.
13. Suggestions on how to look for a unit:
 - Present a nice appearance, like you would dress to go to church.
 - Leave your children in someone else's care while you are shopping for a unit.
 - Prepare a list with the name, address, and telephone numbers of current landlord, previous landlords, credit references and account numbers, character references, who are not relatives. You should have at least six names in all.
 - Visit Realtors - DON'T JUST CALL - "Impress them in person"
 - Contact the listings in the newspaper - introduce yourself. IT PAYS TO BE COURTEOUS.
 - Call landlord on the SMHA "Landlords with possible units" list.
 - Put the word out among family and friends that you are looking for a unit to rent.
 - Check on units that you see are vacant as you drive around town. (Inquire with neighbors if no telephone number is present)
 - Check with the SMHA office periodically to see if we know of any units for rent. Some landlords let us know when they have a unit vacant before they put it in the paper.
 - IT'S UP TO YOU!
14. A unit must pass Housing Quality Standards, as set by the U.S. Department of Housing and Urban Development HUD 52580 (9-95), before the SMHA can execute a Housing Assistance Payment (HAP) Contract.

15. When the unit passes inspection the SMHA will sign a HAP Contract with the lessor.
16. After the family receives a Family Choice Voucher and returns the landlord list to the SMHA office, the SMHA will schedule an inspection appointment. A copy of the inspection report will be sent to both the family and the lessor. Please contact the lessor to see if he is going to correct the deficiencies. If so, ask for the approximate completion date.
17. If a family has a maintenance problem, and after several attempts, is unable to reach lessor or lessor refused to do the repairs, the family is to contact the SMHA office.
18. Family may be charged for maintenance and repairs, that are beyond normal wear and tear, for all properties, services and equipment furnished by the lessor. Family will be charged for any damages to any part of the premises or area surrounding said premises caused by family, members of his/her family, or guests, and shall return the premises to the lessor in the same safe, decent, and sanitary condition said premises were in when initial SMHA inspection passed.
19. A list, signed by both the lessor and the lessee (s), of all furniture that is furnished by the lessor must be submitted to the SMHA with the lease.
20. If the family moves before the end of the initial term of lease and does have SMHA approval in writing before the move, they can continue to receive rent assistance. However, if the family moves before the end of the initial term of the lease and DOES NOT have SMHA approval in writing before they move, their rent assistance will stop immediately.
21. The family must notify the SMHA and the lessor that they have moved from the unit, even if they are unable to give a 30-day notice. If the family moves from the unit, without notifying the lessor or the SMHA, they are responsible for any damages that occur between the time they actually vacated the unit until either the lessor or the SMHA notices they have vacated the unit.
22. The family must keep the unit in a safe, decent, and sanitary condition. If the SMHA inspects the family's unit and finds poor housekeeping, the SMHA will issue a warning that the unit must be cleaned up. Then the SMHA will reinspect and if the unit is still in an unsafe, unsanitary, and /or indecent condition the SMHA will cancel the HAP Contract.
23. Sixty days before the Lease and HAP Contract expire the SMHA will reinspect the unit, and again send a copy of the inspection report to the lessor and family.
24. Sixty days before the Lease and HAP Contract expire the SMHA will reexamine the family's eligibility for continued rent assistance.
25. The Housing Discrimination Complaint form.

26. The pamphlet "Your Housing Rights".

27. The Pamphlet "Fair Housing U.S.A".

28. The pamphlet "Watch Out for Lead Base Paint Poisoning".

29. A family has the right to an informal conference if they dispute the determination of their eligibility or certificate size, if it is requested within ten-(10) day of receipt of notice.

Again, I/we state that I/we have been given a full explanation of the above, and also the Family Choice Voucher, the Request for lease approval, the Addendum to the Lease and the HAP Contract.

DATE: _____ SIGNATURE: _____.

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