Anniston Housing Authority
Housing Choice Voucher Program

Official Use Only
New Vendor Code

New Landlord/Vendor Application

HCV Participant **Name**	HCV Participant Code	**Housing Counselor** Name

Part 1: Property Owner Information (Please Print)

Legal Name (Individual Property Ownership)	**Business Name (Business Entity Property Ownership)**
Lease/Rental Address (Provide Proof of Ownership)	
Tax Identification Number (TIN) **SSN** _____-_____-_____ ***(SSN for Individual)*** **OR** **EIN** _____ ***(EIN for Business Entity)***	
Mailing Address	

City, State, Zip	**Daytime Number**	**Fax Number**
Email Address ***(Required to receive ledgers electronically)***		

Signature	**Date**

Property Owner – Agent Authorization Agreement

Complete ONLY if Property Management Agreement

I, _____, being the true owner of record for the property or properties indicated below, grant my manager agent full and complete authority to: (1) Prepare, negotiate, execute new rental agreements and renewals, and to fully execute a Housing Assistance Payment (HAP) Contract with the Anniston Housing Authority; (2) Manage and control the property including but not limited to: collecting all payments from and issuing receipts to residents, terminating of the rental agreement or HAP Contract, and making disbursements; (3) To order, direct, superintend, and manage all repairs, alterations, and improvements to ensure safety and compliance with the terms and conditions of the HAP Contract; (4) In general, to do and perform all acts essential to the management of the property and to make all proper and necessary decisions in connection therewith.

If this agreement between the Property Owner and a Managing Agent should change, the OWNER must notify the Anniston Housing Authority | Housing Choice Voucher program immediately of any change in writing. Anniston Housing Authority will not be liable for any delay in the adjustment or distribution of the HAP contract. If the next scheduled payment has already been issued to the former/past agent at the time we receive this form, the property owner is responsible for obtaining the HAP payment from the managing agent.

Owner Signature	**Date**

Part 2: Property Management Agent Information (if applicable)

___ Please Check if Agent to Receive HAP and IRS Form 1099

Legal Name (Individual Property Ownership)	**Business Name (Business Entity Property Ownership)**
Lease/Rental Address (Provide Proof of Ownership)	
Tax Identification Number (TIN) **SSN** _____-_____-_____ ***(SSN for Individual)*** **OR** **EIN** _____ ***(EIN for Business Entity)***	
Mailing Address	

City, State, Zip	**Daytime Number**	**Fax Number**

Email Address ***(Required to receive ledger and access the Landlord Portal)***

Signature	**Date**

Por favor, pongase en contacto con la oficina si usted necesita este documento traducido o si necesita un interprete. Este servicio se ofrece sin costo alguno en relacion con los negocios de la agencia.

IRS Information

Housing Assistance Payments (HAP is reported to the Internal Revenue Service (IRS) on Form 10989-MISC, Miscellaneous Income. It is important that AHA receive the correct taxpayer identification number (TIN) and name combination in order to avoid IRS backup withholding.

Purpose

The IRS requires AHA to have the correct TIN of the individual or business entity for the HAP payments received for the property or properties indicated on the front of this form and in conjunction with the IRS W-9.

Definition

ATIN is Social Security Number (SSN) issued by the Social Security Administration (SSA) or an Employer Identification Number (EIN) issued by the IRS. A TIN can have only nine (9) numbers. It cannot have more or less than nine numbers nor can it have letters.

Determination

The SSN of a person may be determined by his or her social security card issued by the SSA. The EIN of a business entity may be validated by the payee contacting the IRS to get their employer identification number validated on the IRS Letter 147C.

Instructions

1. If you are an individual, provide the name and number shown on your Social Security Card.
2. If you are a group, but are not a business entity, you must provide the name and number of the person who represents your group and accept responsibility for all HAP payments made to the group. This individual must provide the name and SSN as shown on that person's Social Security Card.
3. Business entities, which have been issued EIN by the IRS, should provide the business name and EIN as shown on the IRS Letter 147C.

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 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 be subject to criminal penalties, including fines and/or imprisonment.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to entities who must file information returns with the IRS to report income paid to you. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% taxable payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Anniston Housing Authority | Housing Choice Voucher Program

Direct Deposit Enrollment

IMPORTANT INFORMATION TO ENROLL IN DIRECT DEPOSIT

1. **Complete the Direct Deposit Authorization form. Enter all the necessary information on the Authorization form (all Owners and Authorized Signatories must sign). Please do not omit any information.**

2. **Attach an original voided check (photocopy, deposit slips or temporary checks are not acceptable) for the checking account inti which you would like the Housing Authority to deposit the funds; you may write "VOID" across the front of the check and redact the signature portion of the check.**

3. **If you would like the funds deposited into a savings account, you will need to obtain the correct "Routing Number" from your bank in writing, along with the savings account number, and submit both with the enclosed authorization form.**

4. **Please return the completed forms, together with your voided check, to:**

   Anniston Housing Authority
   Housing Choice Voucher Program
   Attn: HCV Coordinator
   500 Glen Addie Avenue
   Anniston, AL 36201

5. **To expedite the processing of your application, please complete all requests for information on the form. Any information omitted will delay your application. Please do not fax or email the forms.**

6. **Please allow 30 days for your Direct Deposit Authorization application to be processed.**

Anniston Housing Authority
Housing Choice Voucher Program

Direct Deposit Authorization
Anniston Housing Authority

500 Glen Addie Avenue
Anniston, AL 36201

Part 1: Authorization Agreement for Setup, Changes, or Cancellation

I (we) hereby request and authorize the Anniston Housing Authority to deposit the Housing Assistance Payment (HAP) by electronic funds transfer into the account specified below. I (we) also authorize the Anniston Housing Authority to make withdrawals from this account in the event that a credit entry is made in error.

Furthermore, I (we) agree not to hold the Anniston Housing Authority responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my accounts.

This authorization will remain in effect until a written notice to terminate direct deposit is received by the Anniston Housing Authority. I (we) understand 60 days must be allowed for initiating or terminating the Direct Deposit Agreement. Notification of any change in financial institution is the responsibility of the undersigned.

Authorization Signature	**Printed Name**	**Date**

Part 2: Transaction Type (check one)

☐ **New Setup**	☐ **Change Financial Institution**
☐ **Update Requested**	☐ **Change Account Number**
☐ **Cancellation**	☐ **Change Account Type**

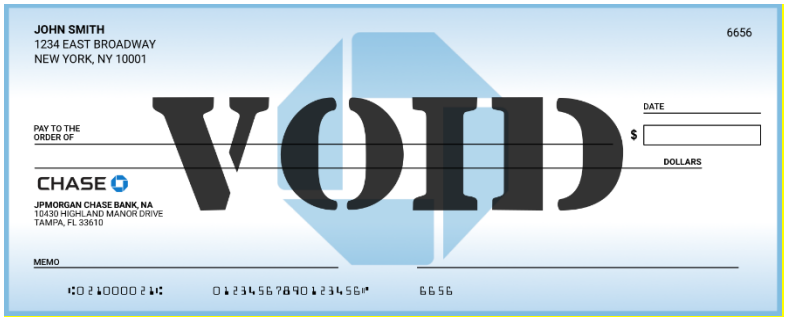
Part 3: Payee Identification

Owner Tax ID ***(Social Security Number or Employer Identification Number)***		**Daytime Telephone Number**
Payee Name		Alternate Telephone Number
Address		
City	State	Zip
Email Adress		

Part 4: Financial Institution (Contact your financial institution for this information)

Financial Institution Name		Type of Account (SELECT ONE) _____ Checking _____ Saving
City	State	Zip Code
Routing Transit Number (Nine Digits)		Account Number
Representative Name (Please Print)		Title
Representative Signature:		**Date:**

Please provide a VOIDED Check with this application: EXAMPLE



Certification of Responsibility

Landlord/Vendor/Property Management:

Please read each item below. Your signature at the bottom indicates that you understand and agree to all terms and the Housing Assistance Payments (HAP) Contract.

1. I certify that I am the owner or the legally designated property agent for any property for which I submit a Request for Tenancy Approval (RFTA) and that the tenant or family does not own or have any interest in the contract unit.
2. I understand I must comply with equal opportunity requirements. I will not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
3. I understand that a landlord who participates in the HCV program becomes subject to the Equal Access Rule when the owner executes a HAP Contract with Anniston Housing Authority (AHA). The Equal Access Rule [PIH 2014-20 (HA)], as defined by HUD, requires a private owner who participates in the HCV program to make housing available without regard to actual or perceived sexual orientation, gender identity, or marital status.
4. I understand that AHA employees, clients, agents, vendors, and other non-employees who conduct business with the Anniston Housing Authority are strictly prohibited from engaging in discrimination or harassment prohibited by its Fair Housing and Nondiscrimination Policy.
5. I understand I am responsible for carefully screening the family's suitability for tenancy to the same extent I screen an unassisted family. This may include 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.
6. I acknowledge that the Anniston Housing Authority (AHA) neither conducts nor is it responsible for the landlord's tenant screening. Furthermore, I acknowledge that AHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.
7. I understand the security deposit collected from assisted tenants must not exceed the private market or exceed the security deposit charged to unassisted tenants. I understand the landlord must give the AHA any information requested by the AHA on security deposits charged by the landlord for other units on the premises or elsewhere.
8. I certify the rent does not exceed the rent charged for comparable unassisted units in the area or on the same premises. I understand AHA will perform a rent reasonableness review before approving the contract rent amount.

9. I understand my obligation to offer a lease to the tenant, and the lease may not differ in form or content from any other lease I am currently using for any unassisted tenants. I understand it is my responsibility to ensure my lease complies with state and local law. The AHA will only review my lease to ensure that items required by the United States Department of Housing and Urban Development (HUD) are addressed.
10. I understand the family members listed on the Housing Assistance Payments (HAP) Contracts are the only individuals permitted to reside in the unit. I understand that AHA and the landlord must both grant written approval prior to adding other persons to the household (except for the birth, adoption, or court-awarded custody of a child). I understand the landlord is not permitted to live in the assisted unit while receiving any housing assistance payments.
11. I agree to comply with all the requirements contained in the lease, as well as HUD's Tenancy Addendum and Housing Assistance Payments (HAP) Contract, parts A and B. I understand it is imperative that I fully understand the terms and conditions of the lease, tenancy addendum, and the HAP Contract.
12. 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 approval from AHA approving the rental of the unit, notwithstanding such a relationship, in order to provide reasonable accommodation for a family member who is a person with disabilities.
13. I understand if I fail to execute the HAP contract and/or other required documents in the timeframe set by AHA, AHA may void the approval of the tenant's authorization to move in. Should the transaction be voided by AHA, I understand that no Housing Assistance Payment Contract will be executed, and no payment will be made by AHA.
14. I acknowledge that HAP is considered paid on the date the check is issued, or electronic payments are transmitted.
15. I understand AHA is required to recoup HAP paid in error. If AHA determines the landlord is not entitled to HAP or any part of it, AHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the landlord. This may be done by withholding payment(s) owed to me, including HAP for other tenants. Should there be no other valid HAP contracts, I acknowledge my responsibility to repay AHA upon receipt of an overpayment invoice.
16. I understand I must submit to the tenant for their consideration and to AHA for their review of any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease revision.
17. I understand regulations require that the AHA receive a request for a rent increase at least sixty (60) days before the increase takes effect. In order for the rent increase to become effective at the time of recertification, the request must be received by the AHA at least sixty (60) days before the lease ends.

18. I understand the tenant's portion of the contract rent is determined by AHA and that it is illegal to charge additional amounts for rent or any other item not specified in the lease that has not been specifically approved by AHA. I certify I will not charge or accept additional money for rent from the assisted family, or any other public or private source. I understand that either requiring or accepting "side payments" for additional rent is grounds for disbarment by the AHA, possible criminal prosecution, and debt by me to the AHA.
19. I understand that AHA may deny or terminate my participation in AHA programs if I have a history of being abusive towards AHA staff or program participants.
20. I acknowledge I am not an Anniston Housing Authority employee or an elected official of Calhoun County as of the date of this certification. I further acknowledge that I am not the spouse, parent, or child of an AHA employee or elected official of Calhoun County as of the date of this certification. I understand that no AHA 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 AHA or any person or agency acting for AHA and any such contract, agreement or business engagement entered in violation of this section shall render the transaction voidable.
21. I understand I may not assign the HAP Contract to a new owner without the prior written consent of AHA. I further understand my failure to timely notify AHA and/or any unauthorized transfer and/or assignment constitutes a breach of the HAP contract, which is then subject to immediate termination, recovery of any outstanding overpayments, or any other relief that may be sought against the owner by AHA and/or HUD.
22. I certify that as of the date of this Landlord Certification of Responsibility, the contract unit is not in foreclosure, and the mortgage is in good standing. I understand that I must advise AHA and the tenant, in writing, within fifteen (15) days of being notified of the pending foreclosure of this property.
23. I understand my obligations as specified in the Housing Assistance Payments (HAP) Contract to perform necessary maintenance, so the unit continues to comply with Housing Quality Standards (HQS) or NSPIRE inspection protocol throughout the assisted resident's tenancy.
24. I understand that should the assisted unit become vacant, I am responsible for notifying AHA immediately in writing. I also understand that the HAP Contract and payment will terminate immediately and that I will be required to repay AHA HAP for any month(s) paid after the family vacates the unit. If, for any reason, AHA turns your debt over to a collection agency, the additional cost of the collection agency will be passed on to the landlord. The landlord will incur an additional cost not to exceed 50% of the entire or remaining debt.
25. I understand I should attempt to resolve disputes with the tenant directly and should contact AHA, in writing, of any notices of lease violations for the tenant.
26. I understand I must comply with all state and local eviction procedures. At or before the time the eviction is filed, the tenant and AHA must receive a written notice specifying the grounds for

termination of tenancy. Once the eviction is filed, the tenant and AHA must receive written verification.

27. I understand I must notify AHA immediately in writing of a change of address or email address. Failure to do so may interrupt or delay vital correspondence that could affect the HAP.
28. I understand that AHA may terminate the HAP for the following offenses:
    a. **I** _____ **have or** _____ **have not,** as of the date of this certification, been convicted of **any violent criminal activity** or that an officer, director, executive of the entity entering into a contract or receiving funding from AHA.
    b. **I** _____ **have or** _____ **have not,** as of the date of this certification, been convicted of **any drug-related criminal activity**, regardless of whether it is connected to a federal housing assistance program.
29. I understand if one or any of the previous certifications is found to be false, AHA will pursue repayment of any funds made for each month the authorized payment was made by taking all necessary legal steps to collect these funds, including not limited to filing a legal action against the owner. AHA's failure to take steps to recover HAP paid on previous certifications later found to be false does not waive any of AHA or HUD's rights to pursue repayment of the fund under the HAP. If, for any reason, AHA turns your debt over to a collection agency, the additional cost of the collection agency will be passed on to the landlord. The landlord will incur an additional cost not to exceed 50 % of the entire or remaining debt.
30. I understand as the owner or the legally designated agent, I am responsible for complying with VAWA 2013 (Violence Against Women Act) as applicable to HUD-covered housing programs. For more information, review Part C of Housing Assistance Payments (HAP) Contract: Tenancy Addendum, Section 8 Termination of Tenancy by Owner, Part E Protections for Victim of Abuse, and the Administration Plan, chapters 13 – Owners, and 16 Program Administration.
31. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under federal and/or state criminal law.

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.

IMPORTANT – Make sure #28 is filled in before returning to AHA

Legal Name (Individual Property Ownership)	**Business Name (Business Entity Property Ownership)**
Signature	**Date**

Attachment Checklist:

- ☐ **Proof of Ownership – Deed | Quit Claim Deed | Other Property Records**
- ☐ **IRS Form W-9 (in packet)**
- ☐ **Property Management Agreement**
- ☐ **Social Security Card or Tax ID/EIN**
- ☐ **Copy of Current Photo ID**
- ☐ **Direct Deposit Enrollment Form (in packet)**
- ☐ **Voided Check**
- ☐ **Certification of Responsibility (in packet)**

Anniston Housing Authority | Housing Choice Voucher Program Official Use:

Date of Document Review:	Data Entry:
New Vendor Number:	Document Imaging to Vendor File:
AHA | HCV Team Member:	Position Title: