

Family Obligations

When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the HCV Program.

1. The family must supply any information that the GHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
2. The family must supply any information requested by the GHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
3. The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.
5. The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

6. The family must allow the GHA to inspect the unit at reasonable times and after reasonable notice.
7. The family must not commit any serious or repeated violation of the lease. The GHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used is whether the reason for the eviction was through no fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence or stalking will not be construed as serious or repeated violations by the victim (24 CFR 5.2005(c) (1)).

8. The family must notify the GHA and the owner before moving out of the unit or terminating the lease. The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the GHA at the same time the owner is notified.
9. The family must promptly give the GHA a copy of any owner eviction notice.

10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

11. The composition of the assisted family residing in the unit must be approved by the GHA. The family must promptly notify the GHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request GHA approval to add any other family member as an occupant of the unit. The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The GHA will determine eligibility of the new member in accordance with the policies.

12. The family must promptly notify the GHA in writing if any family member no longer lives in the unit.

13. If the GHA has given approval, a foster child or a live-in aide may reside in the unit. The GHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when GHA consent may be given or denied.

14. The family must not sublease the unit, assign the lease, or transfer the unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

15. The family must supply any information requested by the GHA to verify that the family is living in the unit or information related to family absence from the unit.

16. The family must promptly notify the GHA when the family is absent from the unit. Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to the GHA at the start of the extended absence.

17. The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

18. The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).

19. Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

20. Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

21. Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.

22. A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the GHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

23. The family must adhere to portability policies and procedures. If the family lives outside of Galveston jurisdiction, the family must move to Galveston or port to the designated PHA

24. Must communicate professionally at all times with both GHA staff and HCV Property Owners.

Abusive behavior will not be tolerated and is defined below: Abusive conduct- Acts and/or omissions that a reasonable person would find hostile, based on the severity, nature, and frequency of conduct, including, but not limited to: repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets; verbal or physical conduct of a threatening, intimidating or humiliating nature; sabotage.

Verbal Abuse- including vulgar, profane and demeaning language or tone of voice.

Intimidating behavior – Threats or other conduct that in any way create a hostile environment, impair operations, or frighten, alarm, or inhibit others. Verbal intimidation may include making false statements that are malicious, disparaging, derogatory, disrespectful, abusive, or rude.

Threat – Any oral or written expression or gesture that would be interpreted by a reasonable person as conveying intent to cause physical harm to persons or property.

Sexual Harassment- Unwelcome advances, requests for sexual favors and any other verbal, visual or physical conduct of a sexual nature.

Assault- To attack someone physically or verbally, causing bodily or emotional injury, pain, and/or distress. This might involve the use of a weapon, and includes actions such as hitting, punching, pushing, poking, or kicking

25. The family must not exhibit a pattern of program noncompliance.

26. The family must not fail to repay any debts owed to GHA.