



Housing Authority of Kansas City, Missouri
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Authorization and Assignment of HAP payee

Any legal title owner (the person/entity identified as the owner in the deed) of the proposed assisted unit who enters into an agreement with a Management Company (or other agent) whereby the Management Company has the legal right to lease a unit to a participant of the Housing Choice Voucher Program, understands that the Management Company (or other agent) for purposes of the program will meet the definition of “owner” pursuant to **24 C.F.R. Section 982.4**. In addition **24 C.F.R. Section 982.311** states: **When assistance is paid.**

(a) *Payments under HAP contract.* Housing assistance payments are paid to the **owner** in accordance with the terms of the HAP contract.

Therefore, by signing this authorization the legal title owner authorizes and assigns the Management Company/agent shown below as the “HAP payee” and as the “owner,” the Management Company/agent will then be responsible for the owner responsibilities including but not limited to those set forth under **24 C.F.R. Section 982.452 - Owner responsibilities.**

(a) The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease

(b) The owner is responsible for:

(1) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit. The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy

(2) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance. For provisions on family maintenance responsibilities, see 982.404(a)(4)

(3) Complying with equal opportunity requirements

(4) Preparing and furnishing to the PHA information required under the HAP contract.

(5) Collecting from the family:

(i) any security deposit.

(ii) The tenant contribution (the part of rent to owner not covered by the housing assistance payment)

(iii) any charges for unit damage by the family

(6) Enforcing tenant obligations under the lease

(7) Paying for utilities and services (unless paid by the family under the lease).

The HAP payee will receive program correspondence, receive monthly Housing Assistance Payment(s) via check or direct deposit, and receive the 1099 for amounts paid for the current tax year.

(See reverse for authorization)

I authorize the following Management Company/agent to be assigned as the HAP payee consistent with the above:

Name of HAP Payee – Please print

Provide the IRS issued tax id number for the above payee: _____

Address

Phone number

Contact name

Email address

I agree with the authorization and assignment as HAP payee and accept the obligations as “owner” consistent with the above.

Signature of authorized representative of HAP payee

Date

I, the legal title owner further agree and understand this authorization and assignment will remain in place and unchanged until I contact HAKC in writing informing HAKC that the above named HAP payee no longer has the legal right to lease the assisted unit(s) to a program participant, on my behalf.

Name of Legal Title Owner – Please print

Address of Legal Title Owner

Signature of Legal Title Owner

Date

3/2014