

# STATEMENT TO HOUSING AUTHORITY BY "SECTION 8" BENEFICIARY

NAME OF VOUCHER HOLDER: \_\_\_\_\_

HOUSING AUTHORITY CLIENT ID NUMBER: \_\_\_\_\_

NAME OF HOUSING AUTHORITY: \_\_\_\_\_

The above-named §8 voucher beneficiary states the following as true, correct and complete to the best of his/her knowledge:

1. I am the above-named §8 voucher holder.

2. I wish to move from the premises at (address) \_\_\_\_\_  
\_\_\_\_\_ where I am now living or have recently moved.

3. The above-named Housing Authority has asked me to obtain a statement from the owner of the premises noted above. The owner is required to state that I do not owe money for rent, damage to the rental unit above reasonable wear and tear, or for any other reason. In lieu of such a statement from the owner, I now state the following as a sufficient substitute.

4. I do not presently owe any rent or late fees to the owner.

5. I have not caused damage to the rental premises in excess of reasonable wear and tear. If I have caused such excess damage and am still living in the rented premises, I will repair, replace or remedy such excess damage upon vacating the premises.

6. I do not owe money to the landlord for any other reason.

7. In the event that the owner disputes my claim that I owe nothing for rent, late fees, damage, or for any other reason, it is the owner's duty to make a claim against me in a forum (e.g., court, administrative hearing) that can provide me with the opportunity to dispute such claims and to fully and fairly present the evidence I have in my own defense before an impartial decisionmaker.

8. In the event that I admit owing money or an impartial decisionmaker determines that I owe money to the owner, I understand that the Housing Authority may try to revoke my voucher or require me to sign a repayment agreement with the owner and that if I do not follow the agreement, the Housing Authority may try to terminate my voucher after giving me the right to a fair hearing.

\_\_\_\_\_  
Section 8 beneficiary's signature

\_\_\_\_\_  
Date

# EXPLANATION

## TO THE HOUSING AUTHORITY:

Utah Legal Services drafted the foregoing “Statement to Housing Authority by §8 Beneficiary” to help individual voucher beneficiaries comply with a Housing Authority’s request for a release from the landlord. Some PHAs require such releases indicating that the tenant does not owe any rent, utility payments or late fees to the landlord and that the landlord certifies no damage has been done by the tenant in excess of reasonable wear and tear. Until the PHA receives this release, some PHAs will not provide the beneficiary with a “moving packet” or will not inspect a new rental premises proposed by the beneficiary or will not sign a HAP contract with the new landlord.

We believe that imposing a requirement on the voucher beneficiary to obtain such a release is a disservice to both the landlord and to the beneficiary. In most cases, the landlord is asked to sign a release before the tenant vacates the premises. How can the issue of rent owing or unrepaired damage be fully resolved before the tenant moves out? Landlords should be reticent to engage in what appears to be a waiver of their right to pursue a tenant for such claims. A voucher beneficiary may be unsuccessful in acquiring the landlord’s release for this reason alone.

As for the tenant, if the landlord alleges some unpaid amount or damage to the premises, the landlord will not sign such a release. But this leaves the voucher beneficiary with no reasonable options. The beneficiary has not been allowed to contest the claim before an unbiased decisionmaker and is stymied in her attempt to move. Some beneficiaries will capitulate to unreasonable demands for payment when the regulations clearly do not require such a result.

The HUD regulations at 24 C.F.R. Part 982 establish that voucher beneficiaries are responsible for any breach of Housing Quality Standards (§982.551) and this includes damage to the dwelling unit or premises beyond ordinary wear and tear (§982.404(b)(1)(iii)). The PHA “must take prompt and vigorous action to enforce the family obligation” **if** the Housing Quality Standards are breached. (§982.404(b)(3)) But when the PHA accepts the landlord’s allegation of breach or refuses to process the beneficiary’s request to relocate without the landlord’s release, the PHA violates the beneficiary’s right to due process of law. We believe the PHA must accept the beneficiary’s word that no amounts are owed and no damage has been done unless and until an impartial decisionmaker has decided otherwise.

## TO THE §8 BENEFICIARY:

In lieu of submitting your landlord’s release, you may fill out this form and submit it to your Housing Authority caseworker. Please make sure you understand the impact of this Statement. The landlord may still pursue you for any rent due or damage done to the property. If you admit owing money or you accept a mediated settlement or a judgment is entered against you in court, your housing voucher may be terminated. The PHA has the duty to enforce the regulations noted above.

If your Housing Authority refuses to accept this Statement in place of a landlord’s release, please contact us. We are eager to enforce the HUD regulations on behalf of voucher beneficiaries who have meritorious claims.