



2715 Avenue I  
PO Box 1236  
Kearney NE 68848

Phone (308) 234-3000 V/TDD  
Fax (308) 237-3113  
[khaweb.com](http://khaweb.com)  
[director@khaweb.com](mailto:director@khaweb.com)

## RESPONSIBILITIES ADDENDUM

As a participant in the Kearney Housing Agency's Housing Choice Voucher Program you are required to fulfill certain responsibilities in order to maintain eligibility for rental assistance now and in the future. This sheet is designed to clarify some of your responsibilities. As a Housing Choice Voucher participant, you **MUST**:

1. Pay your portion of the rent to the landlord on the first day of each month and ***no later than the fifth day*** of each month or in accordance with the lease. The failure to pay rent when due under the Lease or repeated chronic late payments of rent - four (4) times in a twelve (12) month period may result in termination of assistance or refusal to renew the Housing Assistance Payment (HAP) Contract.
2. Follow all terms of the lease.
3. Supply all information requested by KHA.
4. Report all income changes. Participants at zero rent or zero income are required to meet monthly with program staff.
5. The tenant may engage in legal profit-making activities in the unit only if such activities are incidental to the primary use of the unit for residence by members of the family.
6. ***Notify KHA*** within ten (10) days if there is ***any change in family composition***. ***Failure to comply with this responsibility could result in the family losing all future eligibility under the Rental Assistance Housing Choice Voucher Program, prosecution in the courts, repayment to the Kearney Housing Agency and a fine.***
7. Allow ***no other adult***, which is anyone 18 years or older, to live in the unit who is not listed on the application and the lease. Any adult not included on the lease who has been in the unit more than fourteen (14) consecutive days without KHA approval, or a total of fourteen (14) days in a twelve (12) month period, will be considered to be living in the unit. The over night guest privilege is intended for people who live more than fifty (50) miles from the subsidized unit. An adult may be added to the lease only after that person completes an application and receives approval from KHA before moving into the unit. ***Failure to comply with this policy could result in the tenant's prosecution, fine, and loss of future eligibility for the Housing Choice Voucher Rental Assistance Program.***
8. Permit periodic inspections of the unit. Both the landlord and KHA are required to give the tenant a reasonable notice of the inspection time and date.
9. Keep the rental unit in decent, safe, and sanitary condition at all times, and do not damage the unit beyond normal wear and tear. Poor housekeeping may be a reason for termination of assistance. Damages to the unit, appliances, and equipment furnished by the Owner, ***due to neglect or misuse*** shall be the sole ***responsibility of each Tenant***, and ***shall include damages caused by the Tenant's children, co-residents, or guests***. This does not include damages resulting from the Owner's negligence or from reasonable wear and tear. Three (3) failed inspections, within a 1 year period, during which the Landlord or KHA attempted to resolve the issues may result in termination of assistance or refusal to renew the HAP contract.
10. Pay all utility bills for which the tenant is responsible. The failure to pay utilities by the due date to the supplier of the utility or repeated chronic late payments of utilities - four (4) times in a twelve (12) month period may result in refusal to renew the HAP Contract. One disconnect occurrence is considered substandard housing and may result in termination of assistance. All utilities for which the tenant is responsible for paying, in accordance to the lease, must be hooked up and maintained in the tenant's name.
11. Inform the Kearney Housing Agency of any request by your landlord for additional money or if you are asked to sign any additional agreements besides the lease. The tenant must receive authorization from KHA prior to signing any additional agreements.

12. Notify Kearney Housing Agency before moving from a unit. The owner/landlord must be given **at least a 30 day written notice** to vacate the unit with a **copy of the notice given to Kearney Housing Agency** at the same time. This written notice shall be given to the owner/landlord **on or before the first of the month preceding** the month the tenant wishes to vacate. **Kearney Housing Agency will use the date the notice is received in this office as the beginning of the 30 days.** Failure to complete the initial 12 month lease will result in program non-compliance.
13. Use the dwelling unit for the residence of only those persons listed on your application, and/or lease and use it as your only place of residence.

As a Housing Choice Voucher participant, you **MUST NOT:**

1. Commit any fraud, bribery or any other corrupt or criminal act in connection with this program.
2. Own or have any interest in the rental unit.
3. Sublease or assign the lease or transfer the unit to another person.
4. Make any payment to the landlord other than the security deposit, the amount of rent determined by the Kearney Housing Agency, and/or a pet deposit.
5. **Not allow animals or pets of any kind in the unit** without **written consent** by the Owner, and a copy of the written consent given to KHA.
6. Create disturbances by loud talking or unnecessary noises. Radios, stereos, televisions or other sounds should be turned down after 10:00 p.m. **Loud noise from unsupervised children, parties, or guests, or any other person or thing is prohibited.** Other tenants or neighbors must not be disturbed. The tenant is responsible for the conduct and activities of all family members, guests or visitors.
7. Commit any serious or repeated violation of the lease.
8. Receive assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the Kearney Housing Agency has determined that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Participate in illegal drug or violent criminal activity, engage in illegal use of a controlled substance or abuse alcohol in a manner that would threaten the health and safety or right to peaceful enjoyment of the premises by other residents. See the "Screening for Drug Related and Criminal Activity Policy" for examples of illegal drug or violent criminal activity.
10. Receive housing assistance under the Housing Choice Voucher Program while occupying, or receiving housing assistance for occupancy of any other unit assisted under any Federal Housing Assistance Program.

A **Tenant may be terminated** from the Rental Assistance Housing Choice Voucher Program if he/she: **does not take care of the rental unit; does not pay his or her portion of the rent; has utilities disconnected for non payment, allows other adults to live in the unit who have not been approved and are not listed on the application and/or lease, participates in illegal drug or violent criminal activity or fails to attend required meetings such as annual re-certifications or zero rent appointments.**

I have read and understand these responsibilities.

\_\_\_\_\_  
Signature of Head of Household & Date Signed

\_\_\_\_\_  
Signature of Spouse or Other Adult & Date Signed

\_\_\_\_\_  
Housing Agency Representative

\_\_\_\_\_  
Date Signed



**Equal Opportunity Housing**

*KHA does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in its federally assisted programs and activities.*