

## **INSTRUCTIONS FOR COMPLETING DCA TRANSFER OF PAYMENTS FORM**

### **Purpose:**

Completing this form if you have sold or purchased property that is subject to a Section 8 Housing Assistance Payments Contract or if you are changing your authorized agent. Proper completion of this form will allow DCA to transfer payments from the previous payee to the new payee. This form will not be accepted in advance of the actual sale of the property. No transfer of payments will be completed without proof of ownership (i.e., copy of deed or title insurance).

This form must be completed and submitted to the DCA Regional Office prior to the fifteenth day of the month in order to be effective on the first of the following month. DCA cannot make any retroactive adjustments to payments.

### **Instructions to Previous Payee:**

1. Complete the top portion of the form, including information on the subject property and previous payee.
2. Sign and date the bottom of the form in the space provided for the previous payee's signature.

### **Instructions to New Payee:**

1. Complete the bottom portion of the form in the space provided for information on the new payee.
2. Complete an IRS Form W-9, indicating the appropriate Taxpayer Identification Number.
3. Complete the direct deposit authorization form OR attach a voided check
4. Complete and sign the Landlord Certification
5. Attach proof of ownership (i.e. copy of deed or title insurance)
6. The existing Assisted Lease and Housing Assistance Payments Contract remain in full force and effect.

### **Both Parties:**

Complete the Addendum to Section 8 Housing Choice Voucher Housing Assistance Payment Contract (one per property to be transferred).

**Reminder:** Be sure to collect any security deposits from the previous owner.

**BE SURE TO INCLUDE YOUR EMAIL ADDRESS ON THE LANDLORD CERTIFICATION OF RESPONSIBILITY FORM (LINE 19).**



TRANSFER OF PAYMENT REQUEST

Tenant Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Street No.	Street Name	Apt. No
_____		
City	State	Zip Code

This transfer of Payment Request is a result of the following (check one):

☐ Sale of the Property      ☐ Change in Authorized Agent  
☐ Other (explain): \_\_\_\_\_

Previous Payee

Name: \_\_\_\_\_

Indicate Name of DCA Payee		Tax ID Number/SSN
_____		
Street No.	Street Name	Apt. No/Suite No.
_____		
City	State	Zip Code

New Payee

Name: \_\_\_\_\_

Indicate Name of DCA Payee		Tax ID Number/SSN
_____		
Street No.	Street Name	Apt. No/Suite No.
_____		
City	State	Zip Code
_____		
Phone Number	Email Address	

The above transfer of payments includes the assignment of all leases, rents, security deposits and Housing Assistance payment contracts. Effective \_\_\_\_\_, all Housing Assistance payments should be made payable and sent to the new payee indicated above.

\_\_\_\_\_  
Signature of New Payee

\_\_\_\_\_  
Date

**ADDENDUM TO SECTION 8 HOUSING CHOICE VOUCHER  
HOUSING ASSISTANCE PAYMENT CONTRACT**

**Assumption Agreement**

This Assumption Agreement is entered into between \_\_\_\_\_ ("Seller") and  
\_\_\_\_\_ ("Buyer") as of the last date executed by the parties below.

The Seller is a party to a Housing Assistance Payment Contract ("HAP") with the Georgia Department of Community Affairs ("DCA"), a copy of which is attached and incorporated by reference hereto, which encumbers the following real property ("HAP property"):

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(Street address of the property)

The Buyer desires to purchase or has purchased the HAP property. Upon legal transfer of the property, Buyer will be the sole entity with legal ownership of the property.

The Seller hereby relinquishes all rights under the HAP, including the right to receive payment, and irrevocably assigns the HAP to the Buyer. The Buyer acknowledges that the HAP property is encumbered by and subject to the HAP pursuant to 24 CFR 982 and is in effect at the time of legal transfer of the HAP property to the Buyer.

The Buyer hereby assumes all obligations, duties and benefits of the "OWNER" under said Housing Assistance Payment Contract. The Buyer has received and thoroughly reviewed a copy of the HAP and agrees to be fully bound by its terms and provisions.

In addition to the obligations set forth in the HAP, the Buyer acknowledges and agrees that he/she has thoroughly acquainted him/herself with the condition of the HAP property and any and all factors relevant to its operation as subsidized low-income housing under DCA's Housing Choice Voucher Program.

If the Buyer hires a property manager, he/she must provide DCA with a copy of the management contract, executed by the property management firm.

By executing this document, the Buyer hereby becomes the owner of record with DCA and shall be entitled to all rights and benefits as outlined in the HAP.

\_\_\_\_\_  
Signature of Current Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Buyer

\_\_\_\_\_  
Date

## **Housing Choice Voucher Landlord Certification of Responsibility**

### **I understand and agree to the following:**

1. I am the Owner or I represent the legally designated management entity for properties on the Housing Choice Voucher Program. If the units are single-family or duplex dwellings, or multi-family complexes with four units or less I will provide proof of ownership. Acceptable documentation is a copy of the property deed or a current tax record. If the property is managed by a third party, a copy of the fully executed management agreement and the social security or tax identification number of the management entity is required for single family, duplex dwellings or a multi-family complex with four units or less. I also certify that the tenants have no ownership interest in the units.
2. I will comply with equal opportunity requirements. I understand this compliance requires that I not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the Housing Assistance Payment (HAP) contract. If a family with a disability requires an accommodation such as an accessible feature or modification to the property, I will provide such accommodation unless doing so would result in an undue financial burden. I further agree to allow participants to have assistance animals and support animals, even if I maintain a no pet policy. I understand that I am not entitled to a pet deposit or pet rent under these circumstances.
3. I should screen the family for suitability, including 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.
4. I may collect a security deposit from the tenant that is not in excess of private market practice or of amounts that I charge unassisted tenants.
5. I must offer the same lease as any I use for unassisted tenants and I must ensure that it complies with state and local law. The Georgia Department of Community Affairs (DCA) will only review my lease to ensure that the Department of Housing and Urban Development (HUD) required items are included.
6. The family members listed on the HAP contract are the only individuals permitted to reside in the unit. Except for the birth, adoption, or court-awarded custody of a child, DCA and I must grant prior written approval for other persons to be added to the household. I am not permitted to live in the unit while receiving HAP Payments.
7. I agree to comply with all requirements contained in the lease, tenancy addendum, HAP contract (parts A and B), and fully understand the terms and conditions of these forms.
8. I must submit to the tenant for their consideration and to DCA for review, any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease or lease revision.
9. I must provide DCA and the tenant with a written request for any rent increase a minimum of sixty (60) days in advance of the increase and in accordance with the provisions of the lease and HAP Contract.
10. The tenant's portion of the contract rent is determined by DCA and it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been approved by DCA.
11. The owner (including a principal or other interested party) is not the parent, child, grandparent, sister or brother of any member of the assisted family. DCA may grant prior written approval if the unit will provide a reasonable accommodation for a family member who is a person with disabilities.

12. I may not assign the HAP Contract to a new owner without completing the DCA Transfer of Payments Form. The completed form is required to have the HAP transferred to the new owner, agent, or entity. DCA will not mediate payment disputes between the owners.

13. I must advise DCA and the tenant, in writing, within 15 days of being notified of pending foreclosure of this property.

14. Failure to perform necessary maintenance so the unit complies with Housing Quality Standards can result in abatement of my HAP. I may not terminate tenancy because of abatement and I may not collect any abated HAP amount from the tenant.

15. I will notify DCA in writing immediately if the unit becomes vacant. I understand the HAP Contract terminates and the payment ceases when the family moves out.

16. I should attempt to work out disputes with the tenant and I will contact DCA in writing only in serious matters which we are unable to resolve.

17. I must provide the tenant and DCA with a written notice specifying the grounds for termination of tenancy at or before the commencement of the eviction action, as well as, a copy of the eviction notice. I must comply with all state and local eviction procedures.

18. I must notify DCA immediately in writing of a change in contact information, such as address, phone number, e-mail, tax identification or banking information. Failure to do so may interrupt correspondence such as unit inspection repair letters and may delay delivery of electronic transfer of assistance payments.

19. I will provide information to authorize direct deposit for all assistance payments. To confirm receipt I will access the Owner Portal: <https://gdca.tenmast.com> Any issues concerning the Owner Portal should be directed to [dcalandlords@dca.ga.gov](mailto:dcalandlords@dca.ga.gov)

20. I understand that failure to fulfill these obligations may result in withholding, abatement or termination of the HAP for a unit or other assisted units, and may be cause for debarment from participating in DCA housing programs.

\_\_\_\_\_  
Signature of Owner/Management Entity

\_\_\_\_\_  
Date

**Please Print Legibly:**

**Owner/Management Entity Name Here:** \_\_\_\_\_  
**(This should match the W-9 Information you are providing)**

Address of Owner/Management Entity: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**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.**