

**HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER
LIVE-IN-AIDE ACKNOWLEDGEMENT**

I, _____, (“Tenant”) am a participant in a subsidized housing program through the Housing Authority of the City and County of Denver (“DHA”). I have requested that _____ reside in my dwelling unit located at _____ (“Premises” or “Unit”) as a Live-In-Aide. The Live-In-Aide will provide health and/or supportive care services on my behalf as follows:

1. Tenant has provided DHA with the required documentation verifying that Tenant is disabled, elderly, or near-elderly and this Live-In-Aide is a necessary accommodation of a disability.
2. The Tenant and Live-In-Aide understand that a Live-In-Aide is a person who resides with one or more elderly persons or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the person(s); (2) is not obligated for the support of the person(s); and, (3) would not be living in the unit except to provide the necessary supportive services. We also understand that the Live-In-Aide must meet all three (3) criteria at all times to qualify as a Live-In-Aide, even if he/she is a relative. Note: DHA will not provide an extra bedroom for an individual who is not living in the unit as a Live-in-Aide.
3. The Tenant and Live-In-Aide understand that the Live-In-Aide is not a member of Tenant’s family, as defined by DHA’s Public Housing Program’s Admissions and Continued Occupancy Terms and Policies (“ACOP”), Section 8’s Administrative Plan (“Admin Plan”) or federal regulations; therefore, the Live-In-Aide is not required to meet all eligibility requirements. Such limitations are, by way of example and not limitation, income eligibility. However, the Live-In-Aide must also provide a criminal background report, which may affect his/her eligibility to become a Live-In-Aide. To receive a subsidized bedroom a Live-in-Aide must be a legal resident of the United States.
4. The Tenant and Live-In-Aide understand that the Live-In-Aide’s income is not included in Tenant’s annual income. However, the Live-In-Aide must, if requested by DHA, provide the same information regarding income as DHA requires from the Tenant.
5. The Tenant and Live-In-Aide understand that the Live-In-Aide is subject to the approval of DHA prior to occupancy. At any time, DHA may refuse to approve a particular person as a Live-In-Aide, or may withdraw approval previously given.
6. The Tenant and Live-In-Aide understand and both agree:
 - i. To abide by all the rules and regulations of the particular property where I reside; and,
 - ii. To comply with Tenant’s lease and/or Section 8 program requirements, as well as DHA and HUD rules, regulations and policies. Tenant’s lease by this reference, is made a part hereof as though it were expressly written and incorporated herein.
7. DHA Managed Properties. The Tenant and Live-In-Aide understand that the Live-In-Aide will be listed on Tenant’s lease, for purposes of identification only, as a Live-In-Aide. Placement of the Live-In-Aide’s name on the lease does not give the Live-In-Aide any legal rights to remain in the unit after

Tenant's lease is terminated, expires or Tenant is evicted. The Tenant and Live-In-Aide understand that the Live-In-Aide resides in a unit identified on a lease, but that the Live-In-Aide is not a lessee and has no rights of tenancy, or other resident's rights such as a resident's right to participate in the resident council.

8. For Section 8 Participants. The Tenant and Live-In-Aide understand that the Live-In-Aide will be listed on Tenant's lease and other Section 8 documents, for purposes of identification only, as a Live-In-Aide, and that Live-In-Aide is not a third party beneficiary to the Housing Assistance Payment Contract or the Annual Contributions Contract. Placement of the Live-In-Aide's name on the lease or Voucher does not give the Live-In-Aide any legal rights to participate in the program.
9. The Tenant and Live-In-Aide understand that this Acknowledgment allows only the Live-In-Aide to reside in the unit. The Live-In-Aide understands that DHA does not provide bedrooms for other members of the Live-In-Aide's family including but not limited to the Live-In-Aide's children.
10. The Tenant and Live-In-Aide understand that the Live-In-Aide cannot be a Remaining Family Member, as defined in the ACOP, Admin Plan, or federal regulations. In the event that Tenant's participation in a DHA subsidized housing program ends for any reason, the Tenant and Live-In-Aide understand that the Live-In-Aide is not a third party beneficiary to the Tenant's subsidized housing program and will not have any right to tenancy in a DHA managed property or right to participate in the Section 8 program. If the household member requiring assistance dies, the Live-In-Aide shall vacate the unit within forty-eight (48) hours of the household member's death. If the household member requiring assistance moves out, the Live-In-Aide shall vacate the unit no later than the household member's departure date. Upon termination of the Live-In-Aide's services for any other reason, the Live-In-Aide shall vacate the unit within forty-eight (48) hours.
11. The Tenant and Live-In-Aide understand that Tenant's Need for a Live-In-Aide may be verified each year at annual recertification and that Tenant will provide DHA with any information necessary to confirm his/her continued need for the services of the Live-in Aide including providing the Verification of Continued Need for an Extra Bedroom form.
12. Tenant must notify DHA in writing if the Live-In-Aide has moved from the Premises or no longer considers the Premises their primary residence within 10 days. Failure to report said change in ten (10) days may result in cancellation from DHA housing programs and/or eviction from the unit.

Tenant and Live-In-Aide fully understand and hereby agree that the services of the Live-In-Aide and permission to reside in the Unit at the Premises will terminate immediately if DHA, in its sole discretion, determines that (1) the Live-In-Aide is in violation of the aforementioned agreement, or (2) Tenant no longer wants or requires the services of the Live-In-Aide, or (3) the Live-In-Aide is unable or unwilling to provide or to continue to provide the services required, or (4) the Live-In-Aide is in violation of the Tenant's Lease or Section 8 program requirements, DHA or HUD rules, regulations and policies.

Tenant

Date

Live-In-Aide

Date