|  |  |  |  |
| --- | --- | --- | --- |
| Owner/agent Name | |  | |
| Property Name: |  | Telephone: |  |
| Address: |  | Fax: |  |
| Address 2: |  | TTD/TTY: | 711 National Voice Relay |
| Property Web Site |  | Email |  |

|  |  |
| --- | --- |
| Resident Name(s): | ,      ,      ,      ,      , |
| Address: |  |
| Address: |  |
| City, State, Zip |  |

This Agreement is entered into on this date      , between the resident(s) named above, hereafter referred to as “I/We or My/Our” and the owner/agent named above, hereafter referred to as “the owner/agent".

I/We understand that failure to pay rent, as described by the lease, is a material lease violation in accordance with:

*(Note from RBD – You must choose the appropriate lease reference, we provide the reference for HUD Model Lease 90105A below)*

*Reference HUD Model Lease Paragraph 3.*

Material lease violations usually result in termination of tenancy (eviction) in accordance with HUD regulations described in Chapter 8 of HUD Handbook 4350.3 Revision 1.

I/We understand that I/We owe the owner/agent past due rent in the amount of $     . In addition, late fees, in the amount of $      have been accrued. I/We have a total overdue balance of $     .

I/We am unable to pay the debt in a lump sum. In accordance with HUD Handbook 4350.3 Chapter 7, the owner/agent is willing to forego collection of the entire amount at this time. The owner/agent will accept periodic payments of the amount I/We owe if I/We pay the debt in accordance with the conditions set forth below.

In consideration of my/our signing this Agreement, the owner/agent agrees to forbear the pursuing of legal and equitable remedies against me, but only for so long as I/We make timely payments under the terms of this Agreement.

I/We do hereby agree that I/We owe       the amount of      , as a result of my occupancy at      .

This amount is owed even if I/We no longer reside at this property. I/We understand that my/our failure to abide by this Repayment Agreement will result in:

* Termination of tenancy (eviction) for material lease violation
* Denial of assistance in any other property owned or managed by
* Submission of any outstanding debt to a collection agency which will affect your credit score
* Negative landlord reference which may affect future housing opportunities

According to the agreement, I/We agree to pay $      effective today. The remainder ($     ) will be paid in monthly payments of $     . This amount is due no later than the       day of each month.

This amount is in addition to the regular Tenant Rent which is due no later than close of business on the 5th of each month.

This payment amount has been determined based on my/our ability to pay and is in addition to the regular rent amount indicated on any current or future certifications.

If I qualify for and receive state or federal rental assistance, I agree to immediately use those funds to pay any outstanding rent due.

I understand that, if I receive such rental assistance and I do not use it to pay any outstanding rent, the owner/agent may:

* Rescind this agreement and initiate termination of tenancy in compliance with HUD guidance; or
* Execute a new revised repayment agreement

*(Note from RBD – You must choose if you will adjust the payment amount if household income changes.)*

If my/our entire household income increases or decreases by $200 or more per month ($2400 per year divided by 12), this agreement will be subject to modification or termination, depending on the circumstances at the time.

If the household composition changes, the adults named in this agreement will continue to fulfill the terms of this agreement.

By signing this agreement, I/We certify that I/We have disclosed any and all income received during my tenancy at      . I/We understand that, if the owner/agent discovers additional undisclosed income, the owner/agent will begin the steps necessary to facilitate immediate termination of tenancy (eviction) for material lease violation.

I/We understand that if I/We do not pay the regular Tenant Rent by the 5th day of each month or if I/We fail to pay my scheduled payment, it is grounds for immediate eviction.

*(Note from RBD – You must choose if you will report such unpaid rent to credit bureaus.)*

Payment performance information may be submitted to appropriate credit bureaus.

No delay or omission by the owner/agent to exercise any right to which it might be entitled shall be construed to be a waiver of any such right, and every such right may be exercised from time to time and as often as may be deemed necessary by the owner/agent, the owner/agent’s legal counsel, HUD (or HUD’s agents) or the Office of the Inspector General (OIG).

Further, this Agreement is made knowingly, voluntarily and intelligently and not under any degree of duress or compulsion whatsoever.

Head of Household Date

Resident Date

Resident Date

Owner/agent Representative Date