|  |  |
| --- | --- |
| Date: |  |

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

|  |  |
| --- | --- |
| **TO:** Name: | *and all residents named on the lease* |
| Address: |  |
| City, State, Zip |  |

**Response required by:**

Dear:

This letter is to inform you that the owner/agent of       is exercising the option to terminate your tenancy effective      .

Your HUD Lease states that you will pay rent no later than the 5th day of each month.

***(Note from RBD – keep the appropriate lease reference and remove references to other leases. Delete this note before completing this form.)***

**See HUD Model Lease (HUD Form 90105A):**

*Paragraph(s) 3.*

*Tenant agrees to pay a rent of $      per month. This amount is due on the 1st day of the month.*

*Paragraph 5:*

*The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23.*

And

*Paragraph 23:*

*The Landlord may terminate this Agreement for the following reasons:*

*The Tenant’s material noncompliance with the terms of this Agreement;* …

**See HUD Model Lease (HUD Form 90105B): *(Note from RBD – remember, if you are using this lease, delete all other lease references and delete any references to late fees. You cannot charge late fees for 202/8 or 202 PAC programs. Delete this note before completing this form.)***

*Paragraph(s) 2.*

*The total rent (Contract Rent) shall be $      per month.*

*Paragraph 6:*

*The TENANT's share of the rent shall be due and payable on or before the first day of each month at \_\_\_\_\_****(N)****\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the LANDLORD, or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.*

And

*Paragraph 9:*

*(1) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.*

***See HUD Model Lease (HUD Form 90105C or D):******(Note from RBD – remember, if you are using this lease, delete all other lease references and delete any references to late fees. You cannot charge late fees for 202 PRAC or 811 PRAC programs. Delete this note before completing this form.)***

*Paragraph(s) 2.*

*The total rent (Contract Rent) shall be $      per month.*

*Paragraph 5:*

*The TENANT's share of the rent shall be due and payable on or before the first day of each month at \_\_\_\_\_****(N)****\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the LANDLORD, or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.*

*And*

*Paragraph 8:*

*(1) (2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed ...*

You have failed to make payments on or before the due date which is considered a material lease violation. *(Note from RBD: Note each month that the rent has not been paid. Delete this note before completing this form.)*

* 2020 rent in the amount of $      has not been paid. This rent was due no later than       5, 2020.
* 2020 rent in the amount of $      has not been paid. This rent was due no later than       5, 2020.
* 2020 rent in the amount of $      has not been paid. This rent was due no later than       5, 2020.

These amounts are still due.

In compliance with the CARES Act, the owner/agent:

* Did not charge late fees; and
* Did not issue termination notices for failure to pay rent.

Since this multifamily property is not under mortgage forbearance, provisions under the CARES Act expired on July 24, 2020.

Since July 24, 2020:

* 2020 rent in the amount of $      has not been paid. This rent was due no later than       5, 2020.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2020 rent in the amount of $      has not been paid. This rent was due no later than       5, 2020.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2020 rent in the amount of $      has not been paid. This rent was due no later than       5, 2020.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
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* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2020 rent in the amount of $      has not been paid. This rent was due no later than       5, 2020.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021 rent in the amount of $      has not been paid. This rent was due no later than       5, 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.
* 2021.
* *(Note from RBD – you cannot charge late fees unless you are using HUD Model Lease 90105A – all other property managers should delete references to late fees. Delete this note before completing this form)* Additional Late Fees in the amount of $      are due.

Total unpaid rent is

Total due for unpaid late fees is      .

The U.S. Department of Treasury’s (“Treasury”) Emergency Rental Assistance (ERA) program makes funding available to assist households that are unable to pay rent or utilities. The funds were provided directly to states, U.S. territories, local governments, and (in the case of the first program, ERA1) to Indian tribes or Tribally Designated Housing Entities, as applicable, and the Department of Hawaiian Home Lands. Grantees use the funds to assist eligible households through existing or newly created rental assistance programs.

In guidance and FAQs, Treasury advised that participants in HUD-assisted rental programs (including the Housing Choice Voucher (HCV), Public Housing, or Project-Based Rental Assistance programs) are eligible for the ERA program and may receive assistance for the tenant-owed portion of rent or utilities that is not subsidized.

In FAQs for PHAs and HCV landlords, PIH clarified that this assistance can include rent arrearages and utilities owed over the utility allowance. The FAQs include additional guidance on interim reexaminations, income calculations, and additional considerations for private landlords participating in the HCV program.

State and local ERA grantees can also be accessed from Treasury’s website using the link [Find rental assistance | U.S. Department of the Treasury](https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/program-index) [*https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/program-index*](https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/program-index). Leases may not be terminated due to nonpayment of rent until at least 30 days have passed after a tenant receives this notice.

*(Note from RBD: Requiring residents to contact you is optional. Delete this note before completing this form.)* If you have applied for Emergency Rental Assistance, you should contact the owner/agent within 10 (ten) business days – no later than Close of Business on      .

*(Note from RBD: For information about local agencies assisting with Emergency Rental Assistance see* [*https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/program-index*](https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/program-index) *Delete this note before completing this form.)* If you have not applied for Emergency Rental Assistance and need additional information, please contact:

Organization

Web Address

Phone

Voice Relay

Email

*(Note from RBD: Assisting residents is optional but recommended. Delete this note before completing this form.)* The owner/agent can assist you with your application for Emergency Rental Assistance. Please contact the owner/agent within 10 (ten) business days – no later than Close of Business on       if you would like to apply for Emergency Rental Assistance within the next 10 (ten) days. The owner/agent is dedicated to working with you to help you obtain Emergency Rental Assistance if you are qualified.

*(Note from RBD: Stopping the eviction process is optional but recommended. Keep in mind that if you accept this ERA, there are restrictions on evictions after payment. Delete this note before completing this form.)* If you apply and are qualified for Emergency Rental Assistance provided through the federal government, we will stop the process to terminate tenancy.

*(Note from RBD: Optional but recommended. Delete this note before completing this form.)* If you do not apply for Emergency Rental Assistance or if you are not qualified for Emergency Rental Assistance, and if you feel you qualify for a hardship exemption, please contact the owner/agent within 10 (ten) business days – no later than Close of Business on      .

There is no option to waive the resident portion of the rent. Regulations require that the resident portion of the rent is paid or the resident’s tenancy must be terminated.

If you do not apply for or qualify for Emergency Rental Assistance or a Hardship Exemption, let this letter serve as notice that we are hereby issuing to you as lease holder of apartment located at      , a Notice to Vacate. You have thirty (30) calendar days to vacate the premises. Termination will be conducted in accordance with HUD rules and will be effective on      .

You are required to vacate your unit and surrender all keys on or before      .

If you and all household members have not vacated the unit on the termination date specified, the owner/agent will seek to enforce the termination in court. You may present a defense at that time.

*(Note from RBD: You should advise if you report unpaid rent to credit bureaus. Delete this note before completing this form).* Please note, if the owner/agent is forced to evict through court order, this may negatively affect future housing opportunities.

You will be given the opportunity to participate in a move-out inspection. At that time, the owner/agent will inspect the unit and compare the unit condition to the condition reported during the move-in inspection.

Charges for damages (not normal wear and tear) will be determined. These charges will be added to any outstanding balance for rent and other fees. If there is an outstanding rent balance or if there are damages to the unit, the owner will use the security deposit/pet deposit to pay for outstanding rent and/or damages. Any remaining deposit balance will be returned to the head-of-household.

If there is a balance due, after the application of the security deposit/pet deposit, the owner/agent will issue an invoice for any remaining balance due. If an invoice is issued, the balance is due upon receipt. If payment is not received in thirty (30) days, your account will be transferred to a collection agency.

If you disagree with the decision to terminate tenancy, you may request a meeting to discuss/appeal the termination. Reasons to appeal include:

* You believe the decision has been made in error
* You believe there are extenuating circumstances that should be considered
* You or a member of your household is a person with a disability, and you would like to request a reasonable accommodation
* You or a member of your household is a victim of abuse covered by the Violence Against Women Act and you feel your status as a victim contributes to the decision to terminate

You must make the request to appeal the termination by the response date indicated above, which is ten (10) business days from today’s date. The owner/agent will accept the request in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability. Such requests are to be submitted to the property management office. If we do not receive a meeting request from you within ten (10) business days, the termination will be considered final.

We will provide you with a final decision within five (5) business days of the meeting.

**Consideration of Extenuating Circumstances and/or the Need for Reasonable Accommodation**

The owner/agent will consider extenuating circumstances.

You have the right to request a reasonable accommodation to assist in facilitating a meeting with the owner/agent. The owner/agent will consider extenuating circumstances where this would be required as a matter of reasonable accommodation.

**Questions Concerning this Notice**

The owner/agent is dedicated to providing decent, safe, and affordable housing to our residents. If you have any questions about this notice, please contact the management office.

If you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs.

Si usted tiene dificultad para entender el inglés, por favor solicite nuestra asistencia y nos aseguraremos de se proporcionan con acceso significativo basado en sus necesidades individuales. *(Note from RBD – this Spanish translation was provided by a Microsoft translator tool. Be sure to verify with someone who speaks Spanish. If Spanish is not the alternative language described in your Language Assistance Plan, change this to comply with your LAP or add other languages Delete this note before completing this form.)*

Your response to this notice does not preclude you from exercising other avenues available if you believe that you are being discriminated against on the basis of race, color, religion, sex, national origin, familial status, or handicap.

The owner/agent is dedicated to providing decent, safe, and affordable housing to our residents. If you have any questions about this notice, please contact the management office. We look forward to hearing from you.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Manager

Cc: Resident File

*Option 1: Attachment: HUD 5380 Notice of Protections Under VAWA & HUD 5382 VAWA Certification*

*Option 2: If you are a victim of domestic violence, dating violence, stalking or sexual assault and would like information about VAWA protections, please use this link xxxx.com. You may also contact the owner/agent for a paper copy of HUD 5380 Notice of Protections Under VAWA & HUD 5382 VAWA Certification (Note from RBD – this must be your customized version of these forms including your contact information, information about the HUD office assigned to your property and information about resources available to victims of VAWA crimes. Delete this note before completing this form)*

The owner/agent does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development’s regulations implementing

Section 504 (24 CFR, part 8 dated June 2, 1988).

Name

Address

City                                      State                            Zip

Telephone - Voice

Telephone – TTY

*See HUD Handbook 4350.3 Revision 1, Paragraph 2-29-c-3 & 4*

*for information about the requirements to include this information*