

Sample Relocation Forms and Notices

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VOLUNTARY SALE DISCLOSURE

Dear _____:

This is to inform you that _____
["Purchaser"]

Would like to purchase the property located at _____.
[Property Address]

The Purchaser is prepared to pay \$_____ for clear title to the property under the conditions described in the attached proposed purchase and sales agreement. Because Federal funds may be used in this purchase, the federal Uniform Relocation Assistance and Real Property Acquisition Policy Act (URA) requires that we disclose to you the following:

1. The sale is voluntary. The person or agency acquiring your property does not have authority to acquire property by eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
2. Based upon a final evaluation, the market value of the property is estimated at \$_____. You are willing to sell the property for \$_____.
3. You may withdraw from the sales agreement based on this disclosure.

Since the purchase will be a voluntary, arm's length transaction, you will not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Furthermore, by signing below you are certifying the following:

- i. your property is not occupied at the time the purchase offer; and/or
- ii. if you rent the property between the time you accept the purchase offer and the sale of the property closes, you will provide written notice, prior to the first day of the term of the rental agreement that the property is under contract for sale, that the occupant will be required to vacate the property prior to the closing date, and as such the occupant will not be eligible to receive relocation assistance under the URA. These provisions do not apply when the purchaser of the property is the occupant of the property or if, prior to receiving the purchase offer, the occupant had notified you or your agent in writing of his or her intent to vacate the unit prior to the date established for completing the sale of the property.

Again, please understand that if you do not wish to sell your property, the Purchaser or IHFA will take no further action to acquire it. As a voluntary sale, you are not entitled relocation assistance

I hereby acknowledge having received a copy of this certification and certify that I will abide by the terms stated herein. I agree that the proposed sale is totally voluntary.

Owner(s)

Date

Existing Tenant Survey

FOR HOME AND LHITC APPLICATIONS. COMPLETE THE ENTIRE FORM

**FOR ALL OTHER APPLICANTS, COMPLETE THE FOLLOWING COLUMNS (UNIT #, # OF BEDROOMS EXISTING AND PROPOSED RENTS)*

Owner's Name _____ Property Name _____ Address _____

Management Company Name _____ Address _____

Contact Name & Phone Number _____ Number of Units _____

Unit	*# of BDRMS	No. of Adults/Ages No. of Children/Ages	NAME	ETHNIC/R ACE	SEX	DATE OF FIRST OCCUPANCY	SECTION 8	ANNUAL HOUSEHOLD INCOME	30% OF MONTHLY INCOME	*EXISTING RENT	*PROPOSED RENT
		A									
		C									
		A									
		C									
		A									
		C									
		A									
		C									
		A									
		C									
		A									
		C									

*Excluding tenant paid utilities

Date: _____

General Information Notice

Dear Tenant:

On _____, _____ entered into an agreement with _____ to purchase
(date) (buyer) (seller)

The property you presently occupy at (address). When the negotiations are completed and the sale is final, certain improvements may be made. Part of the funding for acquisition and improvements may come from federal sources.

This notice is to inform you of your rights under federal law. **THIS IS NOT A NOTICE TO MOVE.**

If (buyer) acquires the property and you are displaced from the project, you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. However, do not move now. This is NOT a notice to vacate the premises.

If (buyer) acquires the property and you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement housing, and at least 90 days advance written notice of the date you will be required to move. You may also receive a payment for moving expenses and may be eligible for financial assistance to help you rent or buy a replacement home. If anyone moves into this unit with you after this notice, your assistance may be reduced.

You should continue to pay your monthly rent to your landlord because failure to pay rent and meet your obligations as a tenant may be caused for eviction and loss of relocation assistance. You are urged not to move or sign any agreement to purchase or lease a new unit before receiving formal notice of your eligibility for relocation assistance. If you move before receiving notice, you may not receive any assistance. Please contact us before you make any moving plans.

Sincerely

Notice To New Tenant

On (date) , (buyer) entered into an agreement with (seller) to purchase the property located at (address) . Part of the funding may come from federal sources.

The tenants in residence at the time the agreement was signed are protected by Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). However, as a new tenant, you will not be eligible for relocation benefits under the URA.

This notice is to inform you of the following information before you enter into any lease agreement and occupy a unit at the above address:

- You may be displaced.
- You may be required to relocate temporarily.
- You may be subject to a rent increase.
- You will not be entitled to any relocation benefits provided under the URA. If you have to move or your rent is increased, you will not be reimbursed for any expenses incurred by you in connection with the move.
- If it is necessary for you to move permanently from the site, you will be given 90 days advance written notice.

Please read this carefully before signing a rental agreement and moving onto this property. If you have any question, please contact _____ at _____.

This letter is important and should be retained.

Sincerely,

Tenant

Date

VERIFICATION OF TENANT VACATION

Manager's Name: _____

Property Address: _____

Tenant's Name: _____

Tenant's Apartment Address: _____

Date Moved In: _____ Date Moved Out: _____

Tenant To Complete the Following:

Tenant's Name: _____

New Address: _____

New Phone Number: _____

Briefly explain why you are moving:

I have received a copy of the Tenant Assistance Policy and understand my rights under the Uniform Relocation Act. I further understand that I am moving from this project of my own free will and will have no claim against the owner or Idaho Housing and Finance Association from being displaced, as defined by the Uniform Relocation Act.

Tenant Signature

Date

Owner/Manager Signature

Date

Notice of Eligibility for Relocation Assistance

Dear Tenant:

On (date), we notified you of proposed plans to (identify project). On (date) the project was approved.

This is your notice of eligibility for relocation assistance. To carry out the project, it will be necessary for you to relocate. However, you do not need to move now. You will not be required to move without at least 90 days advance written notice. When you do move, you will be entitled to relocation payments and other assistance in accordance with the Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

The effective date of this notice is (date of closing of Regulatory Agreement). You are now eligible for relocation assistance, including:

Counseling and Other Advisory Services

Payment for Moving Expenses. You may choose either (1) a payment for your actual reasonable moving and related expenses, or (2) if you prefer, a fixed payment of \$_____ based upon a schedule established by the Department of Transportation.

Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors, including the cost of a "comparable replacement home," the monthly rent and average utility costs for your present home, and 30 percent of your average gross household income.

Sincerely,

Notice of Non-Displacement

Dear Tenant:

On ___(date)___, ___(buyer)___ entered into an agreement with ___(seller)___ to purchase the property you currently occupy at ___(address)_____. If and when negotiations are completed and the sale is final, certain improvements will be made. Part of the funding may come from federal sources.

This notice is to inform you that you will not be displaced from this project. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

After the sale is final, you will be able to occupy your present apartment (or another suitable, decent, safe, and sanitary apartment in the same building). Of course, you must comply with standard lease terms and conditions. If you must move temporarily so that rehabilitation can be completed, suitable housing will be available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including moving costs and any increase in housing costs.

Because federal assistance will be involved, you will be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. If it is necessary to increase your rent, your new rent (including the estimated average monthly utility costs) will not exceed 30% of the gross income of all adult members of your household.

Again, we urge you not to move. If and when the sale is final, you can be sure that we will make every effort to accommodate your needs. If you have any questions, you may contact me at

This letter is important and should be retained.

Sincerely,

Tenant

Date

Notice to Temporarily Vacate

Dear Tenant:

On (date) , (owner) will begin to rehabilitate the building you currently occupy at (address) . Part of the funding for rehabilitation will come from federal sources. Because federal funds are involved, you will be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the URA).

In order for the work to be completed, it will be necessary for you to vacate your home for approximately (construction time) . We have identified a temporary location for you to live during the rehabilitation. (Name, address, description of the temporary location) .

 (Owner) will make every effort to accommodate you during this time of construction. You will be reimbursed for all reasonable extra expenses including moving costs and any increase in housing costs. When construction is completed, you will be able to occupy your present apartment or another suitable, decent, safe, and sanitary apartment in the same building.

You will need to vacate the premises by (date) . (Owner) will be contacting you soon to make arrangements for your move. If you have any questions, you may contact me at .

Thank you for your cooperation.

Sincerely,

Tenant

Date

Notice to Vacate

(Owner) has purchased the building you occupy at (address). Part of the funding for the purchase came from federal sources. The Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Program (URA) requires that all tenants displaced by federally funded projects receive a written notice to vacate not less than 90 days before they are required to move. **YOU DO NOT NEED TO MOVE NOW**; you have until (date) to vacate.

We will make every effort to assist you at the time you decide to move. If you are concerned about this deadline or if you need assistance in any way, please contact me at _____.

Sincerely,

Tenant

Date

**WAIVER OF RELOCATION BENEFITS UNDER THE
UNIFORM RELOCATION ACT
[AND SECTION 104(d) OF THE HOUSING AND
COMMUNITY DEVELOPMENT ACT OF 1974] -- RESIDENTIAL TENANT**

1. I, _____, am presently a residential tenant of property located at _____.

2. I have been formally notified that the property may be [acquired, rehabilitated, demolished] in connection with a program or project to be carried out by (Agency/Owner) with Federal financial assistance provided by the Department of Housing and Urban Development and that such action would make it necessary for me to move permanently from the property [pay a higher rent to remain in the property].

3. I have also been advised that such action would make me eligible for relocation payments and other relocation assistance required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) [and section 104(d) of the Housing and Community Development Act of 1974, as amended (section 104(d))] to help me relocate successfully. It has been explained to me that the law provides for relocation advisory assistance, including referral to comparable, affordable, decent, safe, and sanitary housing; for either payment of actual, reasonable moving and related expenses or, at my election, a moving expense and relocation allowance; and for a replacement housing payment to assist me in buying or renting a replacement home.

4. The nature and amounts of such payments and other assistance and benefits have been specifically described to me in such a manner and in sufficient detail that I fully understand them.

5. In consideration of, I have determined not to claim the benefits available to me under the URA [and section 104(d)], and I hereby release the (Agency/Owner) from all legal obligations and liability regarding them. I do this freely, on the basis of my full understanding of all my rights under the law. I am under no duress or coercion by the (Agency/Owner) and make this decision without reservation or qualification.

6. This waiver shall expire on, unless the property has been acquired [the rehabilitation/demolition has commenced] by that date.

Witness: _____

Signature: _____

Witness: _____

_____ (Seal)

Notary Public: _____

My Commission Expires On: _____

***NOTE:** A tenant may (for appropriate consideration) find it to be in his/her best interest to "waive" (forego right to) URA/section 104(d) relocation assistance if the alternative is less attractive (e.g., infeasible project and no assistance). Examples: (1) A tenant permitted to remain in a property after rehabilitation at a new rent only slightly higher than the "old rent"; (2) A tenant in a substandard unit may be willing to relocate for a cash incentive. A "waiver" is not to be used to coerce a tenant into accepting less assistance than the tenant would otherwise receive. It is HUD policy to monitor all "waivers" to ensure that each tenant was fully informed of his/her rights and waived those rights only for well-documented reasons.*

Certification of Eligibility for Relocation Payments and Services Individuals

Instructions: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, a “displaced person” must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. (This certification may not have any standing with regard to applicable State laws providing relocation benefits.) **Your signature/signatures on this claim form constitutes/constitute certification.**

The individual(s) listed below occupy/occupies the dwelling at		
<hr/>		
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
I _____, as head of household, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States.		
For <u>unrelated individuals</u> , each individual by affixing their signature below certifies that they are either a United States citizen or national, or an alien lawfully in the United States.		
<hr/>	<hr/>	<hr/>
(Signature and Date)	(Signature and Date)	(Signature and Date)
<hr/>	<hr/>	<hr/>
(Signature and Date)	(Signature and Date)	(Signature and Date)

Certification of Eligibility for Relocation Payments and Services Businesses

Instructions: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, a “displaced person” must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. (This certification may not have any standing with regard to applicable State laws providing relocation benefits.) **Your signature/signatures on this claim form constitutes/constitute certification.**

Select either Unincorporated or Incorporated

Unincorporated Businesses, Farms, or Nonprofit Organizations

The business, nonprofit organization, or farm, commonly known as _____

occupies the property at _____

For each **unincorporated** business, farm, or nonprofit organization, list each owner:

I _____, as _____ of the business, nonprofit organization, or farm, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States.

(Signature and Date)

[May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest.]

Incorporated Businesses, Nonprofit Organizations, and Farms

The business, nonprofit organization, or farm, commonly known as _____

occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

(Signature and Date)

(Title)

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