

Sample Relocation Forms and Notices

1. Voluntary Sale Disclosure
2. Seller's Acknowledgment - Receipt of Appraisal
3. Existing Tenant Survey
4. General Information Notice
5. Notice To New Tenant
6. Verification of Tenant Vacate
7. Notice of Eligibility for Relocation Assistance
8. Notice of Non-Displacement
9. Notice To Temporarily Vacate
10. Notice to Vacate
11. Certification of Eligibility for Relocation payments and Services – Individuals
12. Certification of Eligibility for Relocation payments and Services - Businesses

VOLUNTARY SALE DISCLOSURE

Must be completed prior to or at the time the purchase offer is made.

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 the proposed purchase price, the market value of the property is estimated at \$_____. Upon acceptance of the purchase offer, the property will be appraised and you will be provided a copy of the appraisal. If the appraised value differs from the proposed purchase price, you will have the right to withdraw from the proposed sale.

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:

1. The only persons who have occupied the subject property beginning 90 days prior to my receipt of the purchase agreement include:

Name	Dates of Occupancy	Owner (O) or Tenant (T)

Please explain the reason for any moves from the property within the past 90 days.

1. That if you rent the property to a tenant between the time you accept the purchase offer and the sale of the property closes, you will provide such tenant with written notice, prior to the tenant signing a lease and occupying the property, that the property is under contract for sale, that the tenant will be required to vacate the property prior to the closing date, and that such tenant will not be eligible to receive relocation assistance under the URA.

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

Seller's Acknowledgment
Receipt of Appraisal

Must be signed prior closing.

I, _____ hereby acknowledge having received a (print Owner(s)'s name) copy of the original appraisal for property located at: _____	
Property address	
I also certify that I agree to continue with the proposed sale of the property according to the terms of the purchase offer and will abide by the terms stated in the Voluntary Sales Disclosure.	
I agree that the proposed sale is totally voluntary.	
_____ Signature of Owner(s)	_____ Date

Existing Tenant Survey
MUST ACCOMPANY ALL HOME AND LHITC APPLICATIONS.

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/RACE	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									

Exhibit O:

		C									
		A									
		C									
		A									
		C									

***Excluding tenant paid utilities**

Date: _____

**• General Information Notice
(GIN)
IMPORTANT! THIS IS NOT A MOVE-OUT NOTICE.**

Dear Tenant:

On _____, _____ entered into an agreement with _____ to
purchase (date) (buyer's name) (seller's
name)
the property you presently occupy at _____.
(tenant(s) address)

When the negotiations are complete and the sale of the property is final, certain improvements may be made to your unit. Because 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.

If new owner acquires the property and you are required to move out of the project, you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Again, this is NOT a notice to vacate the premises.

If the 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. Again, you are urged not to move out or sign any agreement to purchase or lease a new unit before receiving formal notice of your eligibility for relocation assistance. If you move out before receiving a move-out notice, you may not receive any assistance.

Continue to pay your monthly rent to your landlord and meet other obligations as a tenant. Failure to do so may be cause for eviction and loss of relocation assistance.

Please contact us at _____ before you make any moving plans.
(contact person, telephone #)

I have received this notice.

(Tenant Signature required) Date

Exhibit O:

(Manager's/Owner/Agent)

Date

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 would not be eligible for relocation benefits.

This notice is to inform you 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 VACATE
(Move-Out Verification Notice)
Important! Tenant Signature required

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,

[Please note this is a Guideform. It should be revised to reflect the circumstances of the project]

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,

Exhibit O:

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

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

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 unrelated individuals, 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.

(Signature and Date)

(Signature and Date)

(Signature and Date)

(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)

This page intentionally left blank.