

Contents

Homebuyer Properties Activities	1
• Seller and Buyer Rights and Responsibilities	1
• Voluntary Sale Disclosures	2
• Property Valuation Method and Estimated Market Value	3
• Uniform Relocation Assistance	4
• Environmental Review (“ER”)	5
Downpayment and Closing Cost Assistance Program	6
• Environmental Review	6
• Seller and Buyer Rights and Responsibilities	7
• Voluntary Sale Disclosures	7
• Property Valuation Method and Estimated Market Value	8
• Uniform Relocation	9
Multi-family Rental Activities	10
Voluntary Sale • Environmental Review • Uniform Relocation Disclosure	10
• Environmental Review Process	10
• Voluntary Sale Disclosures	10
• Uniform Relocation	12
Sample Tenant Disclosure Forms	1
Existing Tenant Report	1
General Information Notice (GIN)	1
Notice To New Tenant	1
Move-Out Verification Notice	1
Sample Eligibility for Relocation Assistance Letter	1
Sample Notice of Non-Displacement Letter	1
Sample Notice to Temporarily Vacate Letter	2

Homebuyer Properties Activities

- **Voluntary Sales Disclosures • Uniform Relocation Assistance • Environmental Review**

- **Seller and Buyer Rights and Responsibilities**

When Federal funds may be used to acquire, construct, or rehabilitate this property, the Federal Highway Administration's Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted Programs (URA) (49 CFR 24.101(b)(i-iv)) and HUD's Environmental Review requirements (24 CFR Part 58) will apply.

Owner (Seller) Name(s): _____

Buyer Name: _____, **is interested in acquiring the property located at (property address):** _____.

! Important The following information must be disclosed to the property owner(Seller) before or at the time the initial purchase offer is made. Failure to do so may jeopardize the use of the Federal funds.

Buyer and Seller(s)/Agent- Buyer and Seller are required to sign and date the Voluntary Sale Disclosure document (see below) prior to or at the time the purchase agreement is signed.

If a third party, i.e. agent is representing the Buyer, agent should be properly advised of Federal requirements, their importance, and the potential consequences if not followed.

Buyer and Seller must initial, sign and date prior to, or at the time the purchase contract is signed.

• **Voluntary Sale Disclosures**

The primary purpose of the Uniform Relocation Assistance and Real Property Acquisition for Federally-assisted programs regulations are to protect private property owners and the occupants. The Federal Highway Administration Uniform Relocation Assistance and Real Property Acquisition for Federally-assisted programs [49 CFR Part 24 Subpart B-Real Property Acquisition] do not apply if the following conditions are identified prior to the initial purchase offer.

Buyer and Seller initials required

- This sale is voluntary.
- This sale is between a willing Buyer and a willing Seller.
- The Buyer does not have the power of eminent domain.
- The Buyer will make every reasonable effort to acquire this property expeditiously through negotiations only.
- These negotiations may result in a purchase price that equals, exceeds, or is less than the Estimated Market Value (see Section 2).
- If these negotiations fail to reach an amicable agreement between Buyer and Seller, the property will not be acquired.
- No specific site or property needs to be acquired as part of an intended, planned, or designated project area where all or substantially all of the properties in the area need to be acquired within a specific timeframe.
- If Buyer wishes to purchase more than one property in the general geographic area, all owners will be treated similarly.
- Buyer must inform Seller of what they believe to be the Estimated Market Value of the property (See Section 2).

Buyer Initials _____ **Seller(s) Initials** _____

• **Property Valuation Method and Estimated Market Value**

BUYER and Seller must initial, sign and date prior to, or at the time the purchase contract is signed

Buyer believes the estimated Market Value of the property is \$_____ based on the following property valuation method:

(Check the valuation method used to estimate the market value of the property)

Estimated Property Valuation

Name of person making the valuation:_____.

Buyer believes this person is sufficiently qualified to estimate the market value of the property.

*Must attach property valuation documents used to establish the estimated value of the property as well as the valuator's experience/qualifications, i.e. broker opinion, recent neighborhood comps, etc.

Appraised Market Value¹

This method must be used if NSP funds are involved.

(Check all that apply)

- Appraisal meets the URA appraisal requirements found at 49 CFR 24.203
- Appraisal meets the requirement of Uniform Standards of Professional Appraisal Practices (USPAP)
- Appraisal meets the requirements of the Federal Housing Administration(FHA) or a Government-Sponsored Enterprise (GSE)

*Attach appraisal to this document

¹ This method must be used when NSP funds are used to acquire a FORECLOSED property. NSP allows the use of the current owner's (HUD, bank, etc.) appraisal* can be used if it has been completed or updated within 60 days of the final purchase offer and it meets one of the appraisal standards.

BUYER and Seller must initial, sign, and date, prior to or at the time the purchase contract is signed

• **Uniform Relocation Assistance**

Seller acknowledgements

Initials required

_____ The Seller is not entitled to Uniform Relocation benefits or assistance.

Has this property been occupied by anyone in the last 90 Days, including homeowner(s)? Yes No

*If Federal funds are used in any phase of the project, including acquisition, rehabilitation/construction, any current or previous occupant(s) (except the seller) may qualify for relocation assistance if defined as a **displaced person**. Please read this section carefully!*

Buyer And Seller(s) Initials required

A Tenant/Occupant cannot be forced to move out in order to sell a property when any phase of the project is assisted with federal funds

The term "move-out" includes eviction, refusal to renew a lease, verbal/written notice to vacate, or any other action taken by an owner/owner agent that implies a tenant need to move out of the unit. There are three (3) allowable exceptions, if they are properly documented and include tenant(s) signature and date:

- (1) Tenant(s)/Occupant eviction/move-out that meets the definition of *Good Cause* as defined under Idaho's Landlord Tenant Act;
- (2) Tenant/Occupant moved-in knowing the property was for sale and was notified in writing they would be required to move out when the unit was sold;
- (3) Tenant/Occupant chose to move-out for reason unrelated to the sale, i.e. school term ended, job relocation, found a better place to live, etc.).

Buyer Initials _____ **Seller(s) Initials** _____

List all persons (including Seller) who have occupied the property in the last 90 days (Attach additional information as needed).

Occupant Name	Date of Move-out	Current Mailing Address	Reason For Move-Out, i.e. Eviction, Tenant Notification, Sale Of Property, Other etc.	Do you have signed/dated documentation to verify the reason for move-out? Please attach

Buyer and Seller must initial, sign and date prior to, or at the time the purchase contract is signed

• **Environmental Review (“ER”)**

Idaho Housing and Finance Association is the Responsible Entity (RE) HUD's Environmental Reviews involving Idaho's HUD-CPD affordable housing programs. As the RE, IHFA will schedule and complete the necessary environmental review for properties assisted with HOME and NSP funds. The scheduling and costs associated with the environmental review are NOT the responsibility of the Buyer or the Seller.

Both Buyer and Seller Initials are required

The Purchase Option Agreement/Conditional Contract (for Single-family- Idaho RE-21 Real Estate Purchase and Sale Agreement), must include the following 3 limiting conditions:

_____ *"If Federal funds are used to purchase this property, the property will be subject to the Environmental Review process, in accordance with 24 CFR Part 58. Notwithstanding any other condition in the contract, the Buyer has no obligation to purchase the property; No transfer of title or removal of environmental conditions can occur unless and until IHFA provides written notification that the appropriate level of environmental review is complete and clearance issued, pursuant 24 CFR Part 58. IHFA will use its best efforts to conclude the “ER” review and clearance process expeditiously."*

_____ *"All conditions must be met before the obligation to purchase and sell becomes binding"*

_____ *"The deposit will be a reasonable amount and refundable if conditions are not met; if non-refundable, the deposit must be \$1000 or less".*

I have read and understand the information contained herein

Seller

Date

Buyer

Date

Seller

Date

Authorized Signatory

Date

Downpayment and Closing Cost Assistance Program

Idaho Housing and Finance Association is the Responsible Entity for HUD's Environmental Reviews involving Idaho's HUD-CPD affordable housing programs. As the RE, IHFA will complete the necessary environmental review for properties assisted with HOME funds. The scheduling and costs associated with the environmental review are NOT the responsibility of the Buyer or the Seller.

Buyer and Seller must initial, sign and date the following four (4) forms prior to, or at the time the purchase contract is signed

• **Environmental Review**

The purchase agreement or conditional contract (Idaho RE-21 Real Estate Purchase and Sale Agreement), must include the following limiting conditions language:

_____ *"If Federal funds are used to purchase this property, the property will be subject to the Environmental Review process, in accordance with 24 CFR Part 58. Notwithstanding any other condition in the contract, the Buyer has no obligation to purchase the property; No transfer of title or removal of environmental conditions can occur unless and until IHFA provides written notification that the appropriate level of environmental review is complete and clearance issued, pursuant 24 CFR Part 58. IHFA will use its best efforts to conclude the "ER" review and clearance process expeditiously."*

_____ *"All conditions must be met before the obligation to purchase and sell becomes binding"*

_____ *"The deposit will be a reasonable amount and refundable if conditions are not met; if non-refundable, the deposit must be \$1000 or less".*

Buyer and Seller must initial, sign and date the following four (4) forms prior to, or at the time the purchase contract is signed

- **Seller and Buyer Rights and Responsibilities**

When Federal funds may be used to acquire, construct, or rehabilitate this property, the Federal Highway Administration's Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted Programs (URA) (49 CFR 24.101(b)(i-iv)) and HUD's Environmental Review requirements (24 CFR Part 58) will apply.

Owner (Seller) Name(s): _____

Buyer Name: _____, **is interested in acquiring the property**

located at (property address): _____.

! Important The following information must be disclosed to the property owner(Seller) before or at the time the initial purchase offer is made. Failure to do so may jeopardize the use of the Federal funds.

Buyer and Seller(s)/Agents- Buyer and Seller are required to sign and date this document. If a third party (agent) is representing the Buyer, agent should be properly advised of these federal requirements, their importance, and the potential consequences if they're not followed.

Buyer and Seller are required to complete each section, then sign and date the document.

- **Voluntary Sale Disclosures**

The primary purpose of the Uniform Relocation Assistance and Real Property Acquisition for Federally-assisted programs regulations are to protect private property owners and the occupants. The Federal Highway Administration Uniform Relocation Assistance and Real Property Acquisition for Federally-assisted programs [49 CFR Part 24 Subpart B-Real Property Acquisition] do not apply if the following conditions are identified prior to the initial purchase offer.

Buyer and Seller initials required

- This sale is voluntary.
- This sale is between a willing Buyer and a willing Seller.
- The Buyer does not have the power of eminent domain.
- The Buyer will make every reasonable effort to acquire this property expeditiously through negotiations only.
- These negotiations may result in a purchase price that equals, exceeds, or is less than the Estimated Market Value (see Section 2).
- If these negotiations fail to reach an amicable agreement between Buyer and Seller, the property will not be acquired.
- No specific site or property needs to be acquired as part of an intended, planned, or designated project area where all or substantially all of the properties in the area need to be acquired within a specific timeframe.
- If Buyer wishes to purchase more than one property in the general geographic area, all owners will be treated similarly.
- Buyer must inform Seller of what they believe to be the Estimated Market Value of the property (See Section 2).

Buyer Initials _____ Seller(s) Initials _____

Continued

• **Property Valuation Method and Estimated Market Value**

BUYER and Seller complete this Section:

Buyer believes the estimated Market Value of the property is \$ _____ based on the following property valuation method:

(Check the valuation method used to estimate the market value of the property)

Estimated Property Valuation¹
 Name of person making the valuation here: _____ Buyer believes this person is sufficiently qualified to estimate the market value of the property.

*Attach the property valuation documents used to establish the estimated market value as well as the valuator's experience/qualifications, i.e. broker opinion, recent neighborhood comps, etc.

Appraised Market Value²
 This method must be used if NSP funds are involved.

(Check all that apply)

- Appraisal meets the URA appraisal requirements found at 49 CFR 24.203
- Appraisal meets the requirement of Uniform Standards of Professional Appraisal Practices (USPAP)
- Appraisal meets the requirements of the Federal Housing Administration(FHA) or a Government-Sponsored Enterprise (GSE)

*Attach appraisal to this document

¹ This method cannot be used when NSP funds are used to acquire a FORECLOSED property. This method can be used for all HOME-assisted activities.

² This method must be used when NSP funds are used to acquire a FORECLOSED property. NSP allows the use of the current owner's (HUD, bank, etc.) appraisal* can be used if it has been completed or updated within 60 days of the final purchase offer and it meets one of the appraisal standards.

• Uniform Relocation

If Federal funds are used in any phase of the project, including acquisition, current or previous occupant(s) (except seller) may qualify for relocation assistance if they are defined as a **displaced person(s)**. Please read this section carefully!

Seller Initials required

_____ Neither Buyer nor Seller has the Power of Eminent Domain or Condemnation. This sale is voluntary. Seller is not entitled to relocation benefits or assistance.

Has this property been occupied in the last 90 Days, including homeowner(s)? Yes No

Buyer And Seller(s) Initials required

A Tenant/Occupant cannot be forced to move out in order to sell a property when a project is assisted with federal funds, with the following exceptions:

The term "move-out" includes eviction, refusal to renew a lease, verbal/written notice to vacate, or any other action taken by an owner/owner agent that implies a tenant need to move out of the unit. There are three (3) allowable exceptions to this rule if proper documentation is provided, which includes tenant(s) signature and date:

- Tenant(s)/Occupant eviction/move-out that meets the definition of *Good Cause* as defined under Idaho's Landlord Tenant Act;
- Tenant/Occupant moved in knowing the property was for sale and was notified in writing they would be required to move out when the unit was sold;
- Tenant/Occupant chose to move-out for reason unrelated to the sale, i.e. school term ended, job relocation, found a better place to live, etc.).

Buyer Initials _____ **Seller(s) Initials** _____

List all persons (including Seller) who have occupied the property in the last 90 days (Attach additional information as needed).

Occupant Name	Date of Move-out	Current Mailing Address	Reason For Move-Out, i.e. Eviction, Tenant Notification, Sale Of Property, Other etc.	Do you have signed/dated documentation to verify the reason for move-out? Please attach

I have read and understand the information contained herein

_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____		
Seller	Date		

Multi-family Rental Activities

- **Voluntary Sale • Environmental Review • Uniform Relocation Disclosure**

Must be dated prior to or at the time a purchase offer is made

- **Environmental Review Process**

Seller acknowledges that federal funds may be used to purchase the property, and that the purchase offer is subject to the completion of an Environmental Review and Clearance in accordance with 24 CFR Part 58 and approval by IHFA.

No transfer of title to the purchaser or removal of the environmental condition(s) in the purchase contract can occur unless and until IHFA determines, on the basis of the environmental review, that the transfer to the buyer should go forward, and IHFA has obtained approval of a Request for Release of Funds and environmental certification, where applicable. IHFA shall use its best efforts to conclude the environmental review of the property expeditiously."

- (1) For existing multi-family rental structures- The structure(s) is not located within a Special Flood Hazard Area;
- (2) The cost of the option is a reasonable nominal portion of the purchase price (if non-refundable 3% of purchase price or less)

Seller Date

Seller Date

.....

- **Voluntary Sale Disclosures**

This letter is to inform _____ [Seller] that _____ [Buyer] would like to purchase the property located at _____ [Property Address]. A description of property to be acquired (include any buildings that are considered a part of the property) _____

_____ .
The Buyer is prepared to pay \$ _____ for clear title under the conditions described in the attached purchase and sales agreement.

Upon acceptance of the purchase offer, the property shall be appraised to establish fair market value. The owner/owner's agent will be given the opportunity to accompany the appraiser during the appraiser's inspection. If the appraised value differs from the purchase offer, the owner has the right to withdraw from the proposed sale.

Negotiations may result in a purchase price that is for the amount of the original estimated fair market value, an amount that exceeds it, or a lesser amount.

If the negotiated sales price is less than appraised market value, is the seller willing to donate the difference to affordable housing, to help provide HOME Match? *[If the Seller wishes to discount the sales price below appraised value as a donation to affordable housing, please include the "Acknowledgement of a Discounted Price" Form #2 with this form.]*

The Seller acknowledges that he/she has received notice of the fair market value and chooses to donate a portion of the value to the project by selling the property at a lower price as a donation to affordable housing in the amount of \$_____.

Because federal funds are anticipated in the purchase of this property, the following is disclosed:

- (1) This sale is voluntary, neither the buyer nor the seller has the power of eminent domain or condemnation;
- (2) The buyer cannot acquire this property if negotiations fail to result in an amicable agreement;
- (3) Since the purchase is voluntary and considered an arm's length transaction, the owner(s) is not eligible for relocation benefits, or any other assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA);
- (4) The buyer will make *every reasonable effort* to acquire the property expeditiously by negotiation; and
- (5) The property is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits;
- (6) No specific site or property needs to be acquired, although the person or agency (buyer) may limit their search for alternative sites to a geographic area;
- (7) If the Buyer wishes to purchase more than one site within a general geographic area, all owners will be treated similarly.

• Uniform Relocation

If Federal funds are used in any phase of the project, including acquisition, current or previous occupant(s) (except seller) may qualify for relocation assistance if they are defined as a **displaced person(s)**. Please read this section carefully!

Seller Initials required

_____ Neither Buyer nor Seller has the Power of Eminent Domain or Condemnation. This sale is voluntary. Seller is not entitled to relocation benefits or assistance.

Has this property been occupied in the last 90 Days, including homeowner(s)? Yes No

Buyer And Seller(s) Initials required

A Tenant/Occupant cannot be forced to move out in order to sell a property when a project is assisted with federal funds, with the following exceptions:

The term "move-out" includes eviction, refusal to renew a lease, verbal/written notice to vacate, or any other action taken by an owner/owner agent that implies a tenant need to move out of the unit. There are three (3) allowable exceptions to this rule if proper documentation is provided, which includes tenant(s) signature and date:

- Tenant(s)/Occupant eviction/move-out that meets the definition of *Good Cause* as defined under Idaho's Landlord Tenant Act;
- Tenant/Occupant moved in knowing the property was for sale and was notified in writing they would be required to move out when the unit was sold;
- Tenant/Occupant chose to move-out for reason unrelated to the sale, i.e. school term ended, job relocation, found a better place to live, etc.).

Buyer Initials _____ **Seller(s) Initials** _____

List all persons (including Seller) who have occupied the property in the last 90 days (Attach additional information as needed).

Occupant Name	Date of Move-out	Current Mailing Address	Reason For Move-Out, i.e. Eviction, Tenant Notification, Sale Of Property, Other etc.	Do you have signed/dated documentation to verify the reason for move-out? Please attach

Seller requirements continued below

A General Information Notice (GIN) must be furnished to all current tenants (either living in the unit or on a signed lease agreement as of the date of this purchase agreement), including any new tenants (signing a lease on or the after the date of a purchase agreement). All tenants are required to sign the GIN. GIN must include the following information:

1. the property is under contract for sale with federal funds; and
2. buyer's relocation plan for current tenants
3. if a new tenant(s) move in after receiving the GIN they are not eligible for relocation assistance and may be required to vacate the property.

Please list all persons that occupied the property at any point in time during 90 days prior to the date of this purchase agreement (include all residential and/or commercial tenants) (Attach additional pages as needed):

Name(s)	Unit#	Dates of Occupancy	Owner (O) or Tenant (T)

Explain the circumstances surrounding all moves from the property within the past 90 days (eviction, voluntary move-out, etc.)

- 1) _____
- 2) _____
- 3) _____
- 4) _____

I hereby acknowledge I have received a copy of this Sale Disclosure Notice and will abide by the terms stated herein. I understand this sale is voluntary.

Owner(s)

Date

Owner(s)

Date

Sample Tenant Disclosure Forms

EXISTING TENANT REPORT

This survey should be completed by owner/management. Include all units and all tenants. Report must be submitted with HOME application and then updated/submitted to IHFA on a monthly basis until project is complete

Owner's Name _____ **Property Name** _____ **Address** _____

Management Company _____ **Address** _____

Contact Name/ Phone Number _____ **Number of Units** _____

Unit No.	Size	Number Of Adults In Unit	Number Of Children In Unit	Names Of All Residents Living In Unit	Date Of Initial Occupancy	Section 8 Yes/No	Annual household income	30% Of Month Income	Current Rent	Allowances/Amenities Included In Rent

GENERAL INFORMATION NOTICE (GIN)

THIS IS NOT A MOVE-OUT NOTICE

Dear _____(Current Tenant(s))

On _____(date), _____(buyer's name)entered into an agreement with
_____(seller's name) to purchase the property you currently occupy at
_____(tenant 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 may come from federal sources, this notice is required to inform you of your rights under federal law.

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

If the property is acquired and you are required to move from the entire property and are eligible for relocation assistance, you will be notified of advisory services, which will include referrals to replacement housing.

If you are required to move from the entire property a 90-day advance written notice of the date you will be required to move out must be issued.

If you are required to move from the property, you may be eligible for expenses as defined under the Uniform Relocation Act and may be eligible for financial assistance to help you rent a replacement home. This unit must be comparable to your current residence

Please note, if anyone moves in with you after you've received this notice, your assistance may be reduced.

YOU DO NOT MOVE AT THIS TIME

You are urged to continue to pay your monthly rent and meet all other tenant obligations. Failure to do so may be good cause for eviction and a loss of relocation assistance.

I understand this is not a notice to vacate the unit.

All Tenants/Occupants sign

Tenant(s) Signature required

Date

Manager/Owner/Agent

Date

NOTICE TO NEW TENANT
(all new tenants sign)

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

located at _____. Part of the funding
(address)
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).

As a new tenant, you are not be eligible for relocation benefits. This notice is to inform you before you enter in-
to 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 writ-ten notice

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

This notice is important and should be retained.

Tenant

Date

MOVE-OUT VERIFICATION NOTICE

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.

Tenant Signature

Date

Owner/Manager Signature

Date

SAMPLE ELIGIBILITY FOR RELOCATION ASSISTANCE LETTER

Dear Tenant:

On _____ (date), you were notified of the possible plans to _____ (identify project). On _____ (date) this project was approved. This is a notice of eligibility for relocation assistance.

To carry out the project, it is necessary for you to relocate. However, you do not need to move now. When it is required, you will receive a written notice at least 90 days in advance of the move out date. At that time you are 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). 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. This 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,

SAMPLE NOTICE OF NON-DISPLACEMENT LETTER

Dear Tenant:

On (date) , (buyer) entered into an agreement with (seller) to purchase the property you currently occupy at (address) . When negotiations are complete and the sale is final, certain improvements may/will be made.

This notice is to inform you that you will not be displaced from this project. Therefore, you are urged not to move anywhere at this time. (If you elect to move for reasons of your own or are evicted for good cause, you will not be provided relocation assistance.)

You are able to occupy your present apartment (or another suitable, decent, safe, and sanitary apartment in the same building). You must comply with standard lease terms and conditions.

If you are required move out of your apartment temporarily so that rehabilitation can be completed, suitable housing will be provided during that period of time. You will be reimbursed for reasonable additional expenses, including moving costs and any increase in housing costs.

Because federal funds are involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. If your rent is increased, 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. When the sale is final, please be assured we will make every effort to accommodate your needs. If you have any questions, please contact

This letter is important and should be retained.

Tenant

Date

SAMPLE NOTICE TO TEMPORARILY VACATE LETTER

Dear Tenant:

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

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

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

You will need to temporarily move from your apartment by (date) . (Owner) will contact you to help you arrange for your move. If you have any questions, you may contact

Contact Person email and phone number
Thank you for your cooperation.

Management

Tenant