



NON-EIV REPAYMENT AGREEMENT OF GOVERNMENT SUBSIDY
(Model Form Section 8 Lease)

THIS AGREEMENT is made and entered into by and between Channel Island Park Apartments (Landlord) and Argelia Ramirez and Roberto Morales (Household) with respect to the premises located at: 931 Bismark Way #6201, Oxnard, CA 93033 (Premises/Unit#).

RECITALS

- A. Landlord and Household are parties to a lease for the premises (Lease). The Lease and tenancy are governed by the applicable federal Section 8 regulations...
B. On or about 10/23/2015, Landlord determined the Household either failed to report or underreported their income...
C. The difference between the amount of rent the Household should have paid and the amount of rent the Household was charged is \$468.00...
D. As the parties wish to avoid a lawsuit regarding the uncollected rent owed for the Premises, the parties hereby agree as follows:

1. Repayment Options. The Household as indicated by their signature(s) below has agreed to the following repayment option. (Please check the appropriate box):

- 1. In a lump sum payment of \$468.00, paid on or before January 15, 2016.
2. By agreeing to make monthly payments in the amount of \$117.00 per month for 4 months. The monthly payments are due on or before the 15th of each month, starting January 15, 2016.
3. Or a combination of both (1) and (2): A lump sum payment of \$100.00 paid on or Before 01/15/2015 and a monthly payment of \$92.00 for 4 months. The monthly payments are due on or before the 15th of each month, starting February 15, 2016.

The payments due in this agreement are "rent" and are due and owing in addition to the Household's monthly rent payment and is payable to the O/A

- 2. Change of Income. Should the income of the family change at any time, the terms of this repayment agreement may be renegotiated to account for the increase or decrease in income of \$200 or more per month.
3. Acceleration Clause. If any payment is missed, at the option of the Landlord, without notice, the entire balance shall be come due and payable immediately, and Landlord may pursue all available legal remedies in connection with this unpaid rent.
4. Non-Compliance/Remedies. Failure to comply with the terms of this Repayment agreement constitutes a failure to pay rent and a "material noncompliance" pursuant to paragraph(s) 4 & 16 of your lease agreement.



5. **No Waiver.** Landlord does not waive its rights under the Lease and this agreement shall not be deemed a waiver of any term or condition of the tenancy, including the Households obligation to pay his or her rent in a timely fashion.

6. **Time is of the Essence.** Time is of the essence as to each obligation under this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the underpayment of rent by way of a failure to report household income or timely report income and it is acknowledged that there is no other agreement, statement or promise with respect thereto, which is not contained herein. There shall be no oral modification, change, or amendment of this agreement. In case of any conflict between the provisions of this addendum and the provisions of the lease agreement, the provisions of this addendum shall control. The execution of a new lease or a replacement lease shall not negate the terms of this agreement, unless it is specifically and expressly made to do so.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Authorized Agent for Landlord

By: \_\_\_\_\_  
(Adriana Gonzalez)