

## OWNER REPAYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Household) with respect to the premises located at: \_\_\_\_\_ (Premises/Unit#).

### RECITALS

- A. If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of the Lease Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.
- B. On or about \_\_\_\_\_, Landlord determined the Household either failed to report or underreported their income. As required by the federal regulations governing this tenancy, the Landlord must go back to the time the unreported or underreporting of income started, not to exceed the 5-year limitation that the Household was receiving assistance and calculate the difference between the amount of rent the Household should have paid and the amount of rent the Household was charged.
- C. The difference between the amount of rent the Household should have paid and the amount of rent the Household was charged is \$\_\_\_\_\_.00. A record of how this amount was calculated has been provided to the Household and also retained in the Household's file.
- 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 \$\_\_\_\_\_.00, paid on or before \_\_\_\_\_.
    - 2. By agreeing to make monthly payments in the amount of \$\_\_\_\_\_.00 per month for \_\_\_\_\_ months and final payment of \$\_\_\_\_\_.00 on the \_\_\_\_\_ month.  
The monthly payments are due on or before the **15th** of each month, starting \_\_\_\_\_.
    - 3. Or a combination of both (1) and (2): A lump sum payment of \$\_\_\_\_\_.00 paid on or before \_\_\_\_\_ and a monthly payment of \$\_\_\_\_\_.00 for \_\_\_\_\_ months and final payment of \$\_\_\_\_\_.00 on the \_\_\_\_\_ month.  
The monthly payments are due on or before the **15th** of each month, starting \_\_\_\_\_.

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". Household understands that, should he/she fail to timely comply with any term of this agreement, Landlord may serve Household with the applicable notice to terminate the tenancy and regain possession of the premises.

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 agreement and the provisions of the lease agreement, the provisions of this agreement 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

Approved By: \_\_\_\_\_  
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