

Date: _____

_____ Housing Authority

Re: Notice of Termination of Tenancy unless Housing Authority accepts market rate rent proposal

Dear Sirs or Madams:

Please be advised that XYZ Apartments shall demand \$_____ per month as rental for the premises located at _____ and presently inhabited by _____ and _____ (Resident name). Enclosed is a copy of the lease agreement which shall be simultaneously delivered via first class mail and hand delivered to the Resident of the aforesaid premises. This notice is being given 60-days in advance of the expiration of that lease agreement. In accordance with the HAP contract between the owner and the PHA, the owner is certifying that a termination of tenancy by owner for good cause under Paragraph 8 (d) (3) (c) which specifically states "a business or economical reason for termination of the tenancy (such as the sale or the property, renovation of the unit, the owners desire to rent the unit for higher rent)" has occurred. If the PHA accepts the higher rent due and owing on the premises per the submitted lease and notifies XYZ Apartments at 123 Candy Lane Road, Happy, Florida 33173 on or before the _____ day of _____, 20_____, then of course the contract shall be extended. Otherwise, in accordance with Paragraph 4 (b) (1), the HAP contract shall be considered terminated. Additionally, the owner shall consider the PHA does not have the available funding sufficient to support continued assistance for the family in that program.

This correspondence is being sent additionally to the resident with the understanding that if the Resident wishes to pay the proposed amount pursuant to the attached lease agreement that the resident shall be allowed to stay and pay the full rent on his or her own. This of course is subject to the resident signing the lease and returning it to the management office of XYZ Apartments and such being accepted by XYZ Apartments and countersigned. It should be noted that this offer will be withdrawn in the case of bad behavior constituting other good cause pursuant to the lease agreement between the parties during the intervening days leading up to the termination date. Should the housing authority fail to accept the rental rate noted above and included in the lease

agreement, then the contract shall be considered terminated as of the _____ day of _____, 2005. The resident at that point will be considered a holdover tenant subject to immediate action for possession unless the tenant has signed a lease agreement and remains in good standing at the time of signing.

The resident shall have 10-days in which to discuss this with management from the date of this correspondence. Any defense the resident may bring for failure to sign a new lease or for failure to vacate the premises at the expiration of this notice shall be available in a court of competent jurisdiction.

Sincerely,

Manager _____
_____ Apartments

Address _____

City, State, Zip _____

Telephone _____

Check

() By personally serving same upon said resident

() By posting same at the above described premises in the absence of said resident.

() By mail regular/certified Tenant.

Date: _____ Time: _____

By: _____