**GUIDEFORM NOTICE OF NONDISPLACEMENT**

**TO RESIDENTIAL TENANT**

***Must be on Grantee or Agency Letterhead***

Date:

Tenant Name:

Apartment Name: Apt. #

Street Address:

City, State, Zip Code:

Dear :

On (*date*) , the (*Developer, Public Housing Authority (PHA), other*), notified you of proposed plans to (*acquire, rehabilitate, demolish or convert*) the property you currently occupy at (*address*) . On (*date*) , the project was approved and will receive funding from the Georgia Department of Community Affairs (DCA) under the Housing Tax Credit program and from U.S. Department of Housing and Urban Development (HUD) under the *(HOME/NHTF/CDBG/RAD/other)* program. Construction is expected to begin on (*date*).

This is a Notice of Non-Displacement. Though you will have to move out of your home for construction, this will be temporary, you will receive assistance, you are guaranteed to return. Do not move yet.

This notice guarantees you the following:

1. Upon construction completion, you will be able to lease and occupy (*your present apartment or another suitable, decent, safe, and sanitary apartment in the same building/complex under reasonable terms and conditions*)\*
2. When you return and sign a new lease, your new rent will be $\_\_\_\_\_\_\_\_\_\_ per month. Utilities will cost $\_\_\_\_\_\_\_\_\_.
3. When you move temporarily, you will be reimbursed for all of your extra expenses, including the cost of moving to and from temporary housing and any increased housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

CHANGES TO EXPECT

If you decide to return to the property after construction is complete, you can expect the following changes to your home and the property.

* (Describe changes to the unit)
* (Describe changes to the site)
* Lease terms will (*stay the same, change). (If changed, describe here.)*
* Property/Community rules will (*stay the same, change). (If changed, describe here.)*

If you know that any of the terms do not fit your needs, please contact us immediately.

RELOCATION ASSISTANCE

You will move to (*address/to Apartment #*) for (*time period*). This home is (*# of bedrooms, bathrooms*, *amenities*). Your (*anticipated/set*) move date is (*date*). Please contact us immediately if you believe this dwelling is not comparable to your current home or if there is somewhere else you are relocating to. We can explain our basis for selecting this dwelling as most representative of your current home and consider your concerns.

(*If rent and utility costs are higher than current costs, insert* “*The monthly rent and the estimated average monthly cost of utilities for this dwelling is $ and it will be used to calculate your maximum replacement housing payment. Since this cost is higher than your current rent and utility costs, we will cover the increase. You will continue to owe the same amount you currently pay*.”)

(*If relocating for less than 30 days and relocating to a hotel insert Meal Allowance Per Diem for the area*)

You chose to receive moving assistance as (*fixed/actual*) payments. (*Describe moving assistance*.) .

If, after moving to this temporary home, you find that it does not fit your needs or you have other issues there, please contact us immediately.

Since you can live in the newly (*rehabilitated/constructed*) apartment, I urge you **not to move.** (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. You must continue to comply with the terms and conditions of your lease.

QUESTIONS, RIGHTS, COMPLAINTS

If you have any questions about this letter and your eligibility for relocation assistance and payments, please contact (*name*) , (*title*) using the information listed below. They will assist you with your move and help make sure that you continue to be eligible for all relocation payments. To help you fully participate in the relocation process, reasonable accommodations can be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency. Please let us know if you need auxiliary aides, written translation, oral interpretation, or other assistance to fully and comfortably participate in the relocation process.

You also have the right to file complaints (grievances) and appeal the determination if you feel that your application for assistance was not properly considered. If you would like to file a grievance or an appeal, please contact us or the Housing Development Relocation Specialists of the Department of Community Affairs (contact information below).

Remember, do not move before we have a chance to discuss your relocation assistance. This letter is important to you and should be kept for your personal records.

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| **Important Contact Info** | |
| **Relocation Specialist**  (for questions about relocation, assistance, and to file grievances) | Name:  Mailing Address:  Phone:  Email: |
| **DCA Housing Development Relocation Specialists**  (to file grievances and appeals) | Online Form: <http://form.jotform.com/82054715249155>  Phone: (800) 359-4663  Email: [relocationreview@dca.ga.gov](mailto:compliance@dca.ga.gov) |

Sincerely,

(name & title)

Enclosure/s

* *Fair Housing description*

Decent, safe, and sanitary housing is housing that:

* Meets applicable housing and occupancy requirements.
* Is structurally sound, weathertight, and in good repair.
* Contains a safe, adequate electrical wiring system.
* Has adequate living space for the occupants.
* Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
* Has a separate, complete bathroom with hot and cold running water.
* Has heating as required by climatic conditions.
* Has an unobstructed exit to safe, open space at ground level.
* Meets standards protecting occupants from lead-based paint hazards.
* If you are person with a physical disability, is free of any barriers which would preclude your reasonable use of the unit.

*Remove from Notice before distributing to Tenant*

NOTES

1. The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery.
2. This is a Guideform. It must be revised to reflect the circumstances.

\* Based on the applicable HUD program regulations, if “reasonable terms and conditions,” are defined, one of the following statements or other language may also be required in this Notice:

1. Under HOME at 24 CFR 92.353(c)(2)(C)(1): “Your new lease will be for a term of not less than one year at a monthly rent will remain the same or, if increased, your new monthly rent and estimated average utility costs will not exceed: 1) if you are low income, the total tenant payment as defined by HUD (under 24 CFR 5.628), or (2) 30% of the monthly gross household income, if you are not low income.”
2. Under NHTF at 24 CFR 93.352 (c)(2)(C)(1): “Your new lease will be for a term of not less than one year at a monthly rent will remain the same or, if increased, your new monthly rent and estimated average utility costs will not exceed: 1) if you are low income, the total tenant payment as defined by HUD (under 24 CFR 5.628), or (2) 30% of the monthly gross household income, if you are not low income.”
3. Under CDBG at 24 CFR 570.606(b)(2)(D)(1): “Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the household’s average monthly gross income.”
4. Under Section 221 Mortgage Insurance Programs at 24 CFR 221.795(i): “Your monthly rent and estimated average utility costs will not exceed the amount approved by HUD.”