

HUD Housing Assistance Paid in Error Repayment Agreement

Property Name: _____ Unit #: _____

This Agreement is entered into on this date, _____,
between _____
(the resident), hereafter referred to as "I/We", "My/Our", "Me/Us",
and _____
hereafter referred to as the "owner/agent".

Because I/We failed to disclose accurate eligibility, employment and/or income information, HUD housing assistance was received by this household in error. I/We understand that failure to disclose any income, as described by the lease, is a material lease violation. Material lease violations can result in termination of tenancy (eviction) in accordance with HUD regulations described in Chapter 8 of HUD Handbook 4350.3 Revision 1 Change 4.

In accordance with HUD Handbook 4350.3 Revision 1 Change 4, I/We must return any assistance paid in error to the owner/agent who will then return appropriate funds to HUD. I/We understand that, even if I/We move to another residence, I/We are still required to pay HUD any assistance received in error.

I/We understand that the owner/agent has recalculated my assistance and I/We must return to HUD the amount of \$ _____ and this amount is due immediately.

I/We am unable to pay the debt in a lump sum. In accordance with HUD Handbook 4350.3 Revision 1 Change 4, HUD and the owner/agent are willing to forego collection of the entire amount of the debt, at this time. The owner/agent will accept periodic payments of the amount. I/We owe if I/We pay the debt in accordance with the conditions set forth below.

In consideration of my signing this Agreement, the owner/agent agrees to forbear the pursuing of legal and equitable remedies against me, but only for so long as I make timely payments under the terms of this agreement. These payments, plus my current rent shall not exceed 40% of my adjusted monthly income.

I shall have _____ months to pay my debt, starting from the date of this Agreement. Any balance remaining unpaid at the end of such period, will become due and payable immediately. Three consecutive missed payments can result in termination of my tenancy.

No delay or omission by the owner/agent to exercise any right to which it might be entitled shall be construed to be a waiver of any such right, and every such right may be exercised from time to time and as often as may be deemed necessary by the owner/agent, the owner/agent's legal counsel, HUD (or HUD's agents) or the Office of the Inspector General (OIG).

Further, this Agreement is made knowingly, voluntarily and intelligently and not under any degree of duress or compulsion whatsoever.

According to the Agreement, I have agreed to pay \$ _____ monthly, starting _____.

Total Amount Due: _____
Total Paid: _____ (initial payment) Date _____
Balance Due: _____

These amounts have been determined based on my/our ability to pay. It is in addition to the regular rent amount indicated on the current or future certifications. If my/our entire household income increases or decreases by \$200 or more per month or \$2,400 per year, this agreement will be subject to modification or termination, depending on the circumstances at the time.

I/We understand that if it becomes necessary to enter into a third agreement to repay (due to a third incident of fraudulent income activity), owner/agent will proceed with immediate termination of tenancy.

I/We understand that default of this agreement and/or payment plan is considered material non-compliance of the lease and such default is considered grounds for eviction and the remaining balance of your account will be reported to HUD and to a credit reporting or collection agency.

By signing this Agreement, I/We certify that I/We have disclosed any and all income received during my tenancy. I/We understand that, if the owner/agent discovers additional undisclosed income, the owner/agent may begin the steps necessary to facilitate immediate termination for material lease violation. Any assistance paid in error is due to HUD.

I/We understand that my/our failure to abide by this Agreement will result:

- Termination of HUD Housing Assistance beginning the first day of the month following non-payment.
- Termination of tenancy (eviction) for material lease violation.
- Denial of assistance in any other property owned or managed by owner/agent.
- Report to appropriate federal enforcement organizations for investigation of potential fraud (Office of the Inspector General, Department of Justice and other such federal agencies).

By my signature, I certify that the information I have provided above is true and complete to the best of my knowledge and belief. I understand that if I furnish false or incomplete information I can be fined up to \$10,000 or imprisoned up to five years, or lose the subsidy HUD pays and/or have my rent increased. I understand that any assistance paid in error must be returned to HUD.

Signature of Head of Household

Date

Signature of Household Member

Date

Signature of Manager

Date

Penalties for Misusing this Information

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at **208 (a) (6), (7) and (8).**
Violations of these provisions are cited as violations of 42 USC **408 (a) (6), (7) and (8).**

cc: Resident File