

NOTICE OF NON DISPLACEMENT
(Replace this form with your signed letter on agency letterhead)

[DATE]

[TENANT NAME]

[TENANT ADDRESS]

Colorado Springs, CO (Zip Code)

Dear **[TENANT NAME]**:

On **[DATE GIN ISSUED]** **[OWNER/REPRESENTATIVE]** notified you of proposed plans to rehabilitate the property you currently occupy at **[ADDRESS]** for a project which could receive funding from the U.S. Department of Housing and Urban Development (HUD) under the **[HOME INVESTMENT PARTNERSHIPS OR COMMUNITY DEVELOPMENT BLOCK GRANT]** program. On, **[DATE OF APPROVAL]** the project was approved and will receive federal funding. Repairs and rehabilitation work will begin soon.

- **This is a notice of nondisplacement. You will not be required to move permanently as a result of the rehabilitation.**

This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to lease and occupy your present unit or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions. **[SELECTE ONE OF THE FOLLOWING:**
FOR HOME PROGRAM INCLUDE: 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 that 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.”
FOR CBBG PROGRAM INCLUDE: 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.”**]**
2. If you must move temporarily so that the rehabilitation can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from temporary housing and any increased interim housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a unit that is rehabilitated, I urge you **not to move**. If you do elect to move for your own reasons, you will not receive any relocation assistance.

[OWNER/REPRESENTATIVE]. We will make every effort to accommodate your needs. Because federal funding is involved in this project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Of course, you must continue to comply with the terms and conditions of your lease.

If you have any questions, please contact me at the contact information listed below. This letter is important to you and should be retained.

Sincerely,

[OWNER/REPRESENTATIVE]

[ADDRESS]

[PHONE]

[EMAIL]