

## *Temporary Relocation Process – Boilerplate Plan*

### **Relocation Plan – for temporarily relocation**

- General Description of the Project, including funding sources and partners
- Number of Buildings and number of units broken down by number of bedrooms
- Occupancy Information – how many units are rented, how many are vacant
- Tenant characteristics
- Rent schedules at current level and any increase in rents anticipated after rehab
- What costs will be incurred/paid for by development
  1. Any increase in rent and utilities
  2. Any reconnect/disconnect costs for utilities
  3. Moving (packing for disabled/elderly) costs
  4. Schedule for moving tenants out of units and back again
- Proposed budget for relocation costs/ who will pay
- Description, including availability of suitable, decent, safe and sanitary temporary housing to be used.
- Post-rehab rents in comparison with pre-rehab rents (any decrease/increases)
- Discussion of notices to be sent to tenants and attach sample notices
- Discussion of advisory services to be provided to tenants
- Method of Delivering notices to tenants (certified or hand delivered)
- Who will be responsible for/carry out the relocation plus discuss experience

### **Required Notices (see HUD Handbook 1378)**

**General Information** (see attached) – recommend sending when an application for assistance is received by a Grantee/PJ or as soon as feasible thereafter.

**Notice of Non-displacement** (see attached) – once there is a signed, executed contract for assistance.

**15-30 day notice of move out** date and specifics (not in Handbook)

**15-30 day notice of “move back”** date and specifics (not in Handbook)

### **Required Documentation to keep on file**

Pre and post rehab tenant rent rolls – noting any changes in occupancy and rents

Reasons/ justifications for any increases in rent

Copies of notices sent to tenants and method of delivery

Copies of any tenant complaints and resolution

Documentation to show moving costs, temporary increases in rent/utilities were covered

Documentation showing any utility disconnects and reconnects were covered.

For permanently displaced tenants, moving and replacement housing claimforms and notices sent to tenants.

**GENERAL INFORMATION NOTICE -- RESIDENTIAL TENANT  
THAT WILL NOT BE DISPLACED**

Grantee or Agency Letterhead

Dear \_\_\_\_\_:

On \_\_ (date) \_\_, \_\_ (property owner) \_\_ submitted an application to the (Grantee) \_\_ for federal financial assistance to rehabilitate the building which you occupy at \_\_\_\_ (address) \_\_\_\_.

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your average monthly gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact \_\_\_\_\_ (name) \_\_\_\_\_, \_\_\_\_\_ (title) \_\_\_\_\_, at \_\_\_\_\_ (phone) \_\_\_\_\_ (address)

Sincerely, (name and title) \_\_\_\_\_

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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. (See Paragraph 2-3d of Handbook.)
2. This is a guideform. It should be revised to reflect the circumstances.

## NOTICE OF NON-DISPLACEMENT

This is a guideform Notice of Non-Displacement And Temporary Relocation  
for tenants occupying units to be rehabbed.

*Put on agency letterhead. Attach the agency's temporary relocation policies for tenants. Send this letter  
by certified or registered mail or deliver it personally and obtain proof of receipt*

Date

Dear (tenant):

RE: Notice of Non-Displacement and Temporary Relocation

On (date), we notified you that the owner of your building submitted an application to (agency) for financial assistance to rehabilitate the building in which you live. This application has now been approved and repairs will begin soon.

**This is a notice of non-displacement.** You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy (insert unit number) in the same building your currently occupy.
2. Your monthly rent will remain the same, or if it increased, it will not exceed 30% of your monthly household income. Of course, you must comply with the reasonable terms and conditions of your lease.

You will be required to move temporarily while repairs are being made. We anticipate that you will need to move temporarily on (date) and you will need to be out of your current apartment for (# of days). This is for your own protection.

You must continue to pay the same amount of rent as you are currently paying, but we will pay any costs to move and store your belongings and pay for any additional rent or utilities for temporary housing. (Insert any additional expenses that are being paid, such as utility hook-ups, food or transportation.) Our agency's temporary relocation policies are attached to this letter.

Since you are being offered the opportunity to lease a newly rehabilitated apartment, I urge you not to move permanently. If you choose to do so, you will not receive any relocation assistance. We will make all efforts to accommodate your needs. Because federal funds would be involved, you are be protected by the Uniform Relocation Act.

This letter is important and you should save it. If you have any questions, please call \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

(Name and title)

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