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**MODEL  
AGREEMENT****Use Repayment Agreement to Correct Resident's  
Underreported or Unreported Income**

The repayment agreement (*on the following page*) memorializes the monthly payment based on the household's income and the time period in which the resident has to repay the difference between the rent that should have been paid and the rent that was charged. Remember that residents have the right to consult with HUD's Housing Counseling Agency in their area to assist them in working with the owner to reach agreeable terms for the repayment agreement and that the owner and resident must agree on the terms of the repayment agreement.



# REPAYMENT AGREEMENT

NAME OF HEAD OF HOUSEHOLD: \_\_\_\_\_

NAME OF HOUSEHOLD MEMBER WITH UNREPORTED INCOME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**I/WE, DO HEREBY AGREE** that I/we owe the Owner, its successors and/or assigns, the amount of \$ \_\_\_\_\_, as a result of circumstances described below while receiving rental subsidy at the address above. The debt is a result of the following Section 8 program violation(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL AMOUNT DUE \$** \_\_\_\_\_ is for Housing Assistance Payments received on my/our behalf from the Dept. of Housing and Urban Development (HUD), which I/we must now pay back.

MONTH & YEAR	SUBSIDY RECEIVED	SUBSIDY THAT SHOULD HAVE BEEN RECEIVED
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

**REPAYMENT AGREEMENT TERMS HAVE BEEN ESTABLISHED AS FOLLOWS:** MONTHLY PAYMENT: \$ \_\_\_\_\_ DUE DATE: \_\_\_\_\_

AMT. RECEIVED:	DATE RECEIVED:
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

### THE TENANT/TENANT'S HOUSEHOLD WILL REMAIN IN GOOD STANDING AS LONG AS:

- All payments are received in a timely manner, and,
- The tenant/tenant's household complies with the Section 8 housing program requirements and all provisions of the lease agreement.

Failure to abide by an established Repayment Agreement may be in noncompliance with paragraph \_\_\_\_\_ of your Lease. Late and/or missed payments may constitute default of the repayment agreement and may result in termination of assistance and/or tenancy. The monthly payment due on the repayment agreement is in addition to the tenant's monthly rent payment. Terms of this repayment agreement may be considered for renegotiation if there is a decrease or increase in the family's household income of \$200 or more per month.

### I/WE CHOOSE TO: (choose one of the following)

- Repay the total amount owed in one lump sum: \$ \_\_\_\_\_.
- Enter into a repayment agreement with the Owner where the monthly payment amount plus the total tenant payment (TTP) is no more than 40 percent of monthly adjusted income. The monthly payment amount of: \$ \_\_\_\_\_ will be due on: \_\_\_\_\_ for a total of \_\_\_\_\_ months.
- Make a lump sum payment of \$ \_\_\_\_\_ and enter into a repayment agreement for the remaining amount with the Owner where the monthly payment amount plus the total tenant payment (TTP) is no more than 40 percent of monthly adjusted income. The monthly payment amount of: \$ \_\_\_\_\_ will be due on: \_\_\_\_\_ for a total of \_\_\_\_\_ months.
- Enter into a repayment agreement with the Management Agent in which we agree to pay more than 40 percent of monthly adjusted income for rent and repayment amount totaling: \$ \_\_\_\_\_ for a total of \_\_\_\_\_ months.

I/We further understand that the monthly rent amount of \$ \_\_\_\_\_ will be due and payable starting \_\_\_\_\_.

### I/WE HAVE READ AND UNDERSTAND THE ATTACHED REPAYMENT AGREEMENT POLICY AND I/WE AGREE TO THE TERMS OUTLINED ABOVE:

SIGNATURE OF HEAD OF HOUSEHOLD: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF HOUSEHOLD MEMBER WITH UNREPORTED INCOME: \_\_\_\_\_ DATE \_\_\_\_\_

SITE MANAGER NAME (PRINT): \_\_\_\_\_

SITE MANAGER SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_