**NOTICE OF NONDISPLACEMENT**

*Grantee or Agency issuing this notice should use their own Letterhead*

*(date)*

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

On *\_\_\_(date) \_,* the *\_\_\_\_(City, County, State, Public Housing Authority (PHA), other)* , notified you of proposed plans to rehabilitate the property you currently occupy at (*address)\_\_\_\_\_\_\_* for a project which could receive funding assistance from the Texas Department of Housing and Community Affairs (TDHCA) under the \_*HOME Investment Partnership (HOME); Neighborhood Stabilization Program (NSP); Emergency Solutions Grants (ESG); or Community Development Block Grant (CDBG)* program. On *\_\_\_\_(date)\_\_\_\_\_,* the project was approved and will receive federal funding. Repairs will begin soon.

• **This is a notice of nondisplacement**. You will not be required to move permanently as 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 apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions.

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. If the address you currently reside is designated as an area of high minority concentration, you may be entitled to be offered at least one temporary unit in a non-minority concentrated area.

Since you will have the opportunity to occupy a newly rehabilitated 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. 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 disagree with your designation as a displaced person, the amount of relocation assistance to be provided, or the comparability of the representative replacement dwelling you may have the right to an administrative appeal to TDHCA. We will provide you with the contact information for the appeal to TDHCA. If you are low-income and are unable to prepare a written appeal or require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you fully participate in the relocation process, reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency. Please let our representative know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this notice or the proposed project, please contact *(name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (title)\_\_\_\_\_\_\_\_\_\_\_\_, (address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (phone)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

Sincerely,

*(name and title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Tenant Unit Number Date Signed**

NOTES

1. The case file must indicate when and the manner in which this notice was delivered (e.g., personally served and signed by tenant or certified mail, return receipt requested) and the date of delivery.
2. This is a guideform. It should be revised by the Entity 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:*

a. **PROVISION FOR HOME FUNDED PROJECTS:**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.

b. **PROVISION FOR CDBG or NSP FUNDED PROJECTS:**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.

c. **PROVISION FOR 221 MORTGAGE INSURANCE PROGRAMS:**Your monthly rent and estimated average utility costs will not exceed the amount approved by HUD.