

HUD MINIMUM RENT EXCEPTIONS

Property Name: _____ Date: _____

Head, Co-Head and Spouse: _____ Unit #: _____

The Department of Housing and Urban Development (HUD) has determined that households participating in Section 8 programs shall pay a *minimum* monthly rent of \$25 (*Total Tenant Payment on the "Owner's Certification of Compliance" HUD form 50059, Part VI, Rent and Subsidy Info, Line #50*). Households that cannot afford to pay the \$25 per month minimum rent can ask for (apply for) an exception from this requirement. HUD permits Owners to *waive* (long-term) or *postpone* (short-term) the monthly minimum rent requirement to any household unable to pay due to financial hardship under the conditions listed below in paragraph "I" **Qualifying Hardship Exceptions** and "II" **Duration of Hardship Exceptions**.

Since we are required to verify facts affecting rental assistance payments and rent, we must *verify* your need for an exception to the minimum rent requirement. We expect this will take about two weeks. *However, if we determine that you are NOT eligible for any exceptions, you must pay any rent payments you missed. We can work with you on a reasonable repayment schedule if necessary.*

I. **Qualifying Hardship Exceptions:**

If you believe that your household qualifies for one or more of the following exceptions, please *initial* all lines below that apply. Remember that we must process your request and verify your need for an exception **before** it is granted.

_____ My household has *lost* Federal, State or local government assistance.

_____ My household has *applied* for a Federal, State or local government assistance program and is waiting for eligibility determination (including legal immigrants).

_____ My household would be evicted if the minimum rent requirement were imposed.

_____ My household's income decreased due to a change in circumstances, including, but not limited to, the loss of employment.

_____ There has been a death in the household resulting in loss of income to the household.

_____ Other circumstances (please specify) _____

_____ My household does **not** currently meet any of the above circumstances. *Please skip section "II" and sign the form where indicated below.*

II. **Duration of Hardship Exceptions:**

Please *initial* on the lines below to indicate whether you believe your need for an exception will be ***short-term*** (circumstances that are expected to continue for ***less*** than 90 days) or ***long-term*** (circumstances that are expected to continue for ***more*** than 90 days).

Short-term: We will temporarily suspend your minimum rent obligation for up to 90 days from the date of the suspension. However, you must repay the total amount of suspended rent at the end of the short-term exception period (up to 3 months). We will work out a reasonable repayment schedule with you. No recertification will be completed because the rent has to be repaid. No late fees will be charged.

_____ My household's need for an exception is **short-term** (1 – 3 months).

_____ **Agreement to Repay:** I/We agree that if I/we qualify for a **short-term** exception, I/we will repay all the suspended rent retroactively to the initial date of the suspension. I/We understand that I/we may be offered a reasonable written repayment agreement if I/we cannot pay the full amount when due. I/we further understand that this agreement will be based on the total amount due and my household's circumstances at that time. I/We agree to repay the suspended rent based on that agreement.

Long-term: We will waive the minimum rent requirement from the date that the exception was granted until such a time that the hardship no longer exists. A recertification will be processed that reflects the household circumstances. Then, every 90-days thereafter a recertification will be completed to verify the continued need for this exception. The waived rent does not have to be repaid.

_____ My household's need for an exception is **long-term** (longer than 3 months).

_____ **Agreement to Recertify:** I/We agree that if I/we qualify for a **long-term** exception, I/we will recertify every 90-days from the effective date of the certification that reflected this change to verify my/our continued household eligibility.

III. Signatures:

Head of House Signature

Date

Co-Head/Spouse Signature

Date

Co-Head Signature

Date

IV. To Be Completed by Property Manager and Approved by Occupancy:

Owner/Owner's Agent Signature

Date Sent to Occupancy

Based on the verification(s) received and enclosed the Household:

- qualifies for a **short-term** exception
- qualifies for a **long-term** exception
- does **NOT qualify** for an exception

Occupancy Supervisor

Date

cc: Resident(s)