

MUTUAL RESCISSION OF LEASE/RENTAL AGREEMENT

It is agreed by and between the owner or authorized agent of the property located at _____ Apt. _____ and the tenant who is a participant in the Section 8 Rental Assistance Program that the lease/rental agreement will be terminated by mutual consent of both parties, and tenant(s) further agree that the subject premises of said lease/rental agreement shall be vacated by the following date, _____.

The parties to this agreement fully understand that:

1. The signing of this document terminates the Housing Assistance Payments Contract between the owner and the Housing Agency which provides for assistance payments on behalf of the participant family for the rental of the aforementioned property under the Section 8 Rental Assistance Program.
2. As a condition of signing this agreement and the agreement being accepted by the Housing Agency, the participant may be eligible to receive continued Rental Assistance benefits.
3. The owner is not eligible for assistance payments after the mutually agreed upon termination date as specified above.
4. Both the tenant and owner understand that should the tenant not vacate the unit by the date specified, the tenant will be responsible for the full amount of the rent.
5. The owner agrees that subject to State and local laws, the owner will provide the tenant with a disposition of security deposit within 21 days after the tenant vacates the premises. Further, after deducting any allowable costs, if any, from the security deposit, promptly refund the unused balance to the tenant.
6. The tenant agrees to give the Housing Agency permission to release his/her forwarding address and telephone number to this owner.

TENANT (PRINT NAME)

OWNER (PRINT NAME)

TENANT SIGNATURE

OWNER SIGNATURE

NEW OR FORWARDING ADDRESS

DATE

NEW OR FORWARDING CITY, STATE, ZIP

TELEPHONE

DATE

TELEPHONE

Revised 2/07

