

## 11.6 Choice-Mobility Letter of Agreement – PBRA developments

### LETTER OF AGREEMENT

#### GOVERNING MUTUAL OBLIGATIONS TO EFFECTUATE CHOICE-MOBILITY RIGHTS OF RESIDENTS IN PROPERTY CONVERTED UNDER HUD’S RENTAL ASSISTANCE DEMONSTRATION

This **AGREEMENT** is entered into as of this \_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, a limited partnership, (the “**Owner**”) and the \_\_\_\_\_ **Housing Authority**, a public body corporate and politic, created under the laws of the State of \_\_\_\_\_ (“**PHA**”).

#### RECITALS

**WHEREAS**, the PHA’s public housing development formerly known as “\_\_\_\_\_” (hereinafter, “the converted housing development”) is in the process of converting assistance to funding with Project Based Rental Assistance (PBRA) through the Rental Assistance Demonstration (RAD);

**WHEREAS**, residents of the converted housing development (hereinafter “residents”) have rights, pursuant to the RAD Notice \_\_\_\_\_, to request a Housing Choice Voucher (HCV) from the PHA after the two-year minimum waiting period specified in the RAD Notice for PBRA developments and be prioritized for receipt of an HCV subject to limitation adopted herein (“Choice-Mobility”).

**NOW THEREFORE**, for and in consideration of the terms, conditions and covenants hereinafter set forth, the sufficiency of which is acknowledged by the parties, PHA and Owner agree as follows:

#### **Section 1:        Notification of Choice-Mobility rights and procedures**

(A) PHA and Owner agree to cooperate to ensure that residents are aware of and able to fully exercise their Choice-Mobility rights.

(B) The PHA has notified or will notify residents of their Choice-Mobility rights on the following schedule:

- prior to submitting the application to HUD in the RAD Information Notice
- prior to submitting the application to HUD, in at least two meetings with residents
- after issuance of the RAD Conversion Commitment and prior to closing

(C) The Owner will notify residents of their Choice-Mobility rights on the following schedule:

- for existing residents, upon the completion of renovations or reoccupancy of the development
- for existing residents, one year after the completion of renovations or reoccupancy of the development
- at regular income recertifications
- at lease signing for new residents

(D) All notices regarding Choice-Mobility issued by the Owner will specify the date upon which the right to exercise Choice-Mobility rights will vest and will include a copy of the Choice-Mobility Information Sheet.

(E) The Owner will provide regular access to the PHA to communicate or meet with individual residents or to participate in resident meetings; PHA agrees to join briefings on Choice-Mobility upon the reasonable advance request of the Owner.

**Section 2: Assistance with the Choice-Mobility request process**

Owner will make Choice-Mobility request forms available to all residents, both in hard copy and online.

- Owner will accept Choice-Mobility requests and transmit copies of all completed forms to the PHA within two days; Owner will assist residents with their requests if needed.
- OR-
- Owner will establish a system for Choice-Mobility requests to be submitted directly to the PHA

**Section 3: Facilitating the transition from PBRA lease to HCV lease**

The Owner acknowledges that any resident who applies for Choice-Mobility shall retain their lease and all of their rights as a tenant until such time as they move into an HCV unit approved by the PHA; Owner will terminate the lease only when the resident moves into an HCV unit, and PHA and Owner agree to coordinate the timing of the move so as to avoid overlapping leases and HAPs. The resident shall not be charged any penalty for termination of their lease.

**Section 4: Resident retention of right to remain in PBRA unit until successful move-in**

If a resident applies for the Choice-Mobility option and is unsuccessful in identifying a unit to move to, they will continue to be a tenant in good standing in their current unit.

**Section 5. Default by Owner**

If Owner fails to implement the requirements of this Agreement after 30 days' written notice from PHA of such failure to do so, or Owner has received two (2) written notices of Default from PHA in any one-year period and Owner has failed to undertake reasonable efforts to rectify such Default within 30 days' after written notice thereof from PHA, Owner agrees that \_\_\_\_\_.

**Section 6. Default by PHA**

If PHA fails to implement the requirements of this Agreement after 30 days' written notice from Owner of such failure to do so, or PHA has received two (2) written notices of Default from PHA in any one-year period and PHA has failed to undertake reasonable efforts to rectify such Default within 30 days' after written notice thereof from Owner, PHA agrees that \_\_\_\_\_.

**Section 7. Miscellaneous.**

(A) Notices. Except as otherwise provided in Sections 2, 3 and 4 above, any demand for compliance with the terms of this Agreement or Notice of Default required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered, with signed receipt, sent by commercial overnight courier which requires a signed receipt upon delivery, or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission)

(B) Any other communication that is contemplated or required to be transmitted pursuant to this Agreement by e-mail may be directed to the applicable e-mail address identified below, or such other e-mail address provided by the applicable addressee.

(C) Severability; Entire Agreement. This Agreement contains the complete and entire agreement among the parties as to the matters covered, rights granted, and the obligations assumed and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements. There

are no unwritten oral agreements between the parties.

(D) Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. The terms of this Agreement may not be waived, modified or changed in any way by implication, correspondence or otherwise unless such waiver, modification or change is made in the form of a written amendment to this Agreement signed by both parties. Owner shall not assign or transfer the Agreement without the prior written consent of PHA, which shall not be unreasonably withheld, conditioned, delayed or denied. Any attempted assignment or transfer without such consent shall be void.

(E) Applicable Law and Venue. The laws of the State of \_\_\_\_\_ shall strictly and absolutely govern the rights and obligations of parties to this Agreement, and the interpretation and construction and enforceability thereof and any and all issues relating to the transactions contemplated herein and therein. Owner and PHA consent to the jurisdiction of the courts of the State of \_\_\_\_\_, including the jurisdiction of the United States District Court for the District of \_\_\_\_\_ (to the extent diversity of citizenship or other jurisdictional basis exists) and if suit is filed to enforce, interpret, or construe this Agreement, Owner and PHA agree to submit to the exclusive jurisdiction of any state or federal court located in the State of \_\_\_\_\_, and waive any jurisdiction, venue or inconvenient forum objections to such court.

(F) Term. This Agreement shall automatically terminate and be of no further force or effect (i) when the HAP Contract expires or terminates in accordance with its terms, or (ii) at such other time mutually agreed upon in writing by PHA and Owner.

(G) Counterparts. This Agreement may be executed in two or more counterparts, with facsimile signature, each of which shall have the force and effect of any original, and all of which shall constitute but one document:

IN WITNESS WHEREOF, PHA and Owner have caused this Agreement to be duly executed and delivered on and as of the date first set forth above.

OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME/TITLE \_\_\_\_\_

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

\_\_\_\_\_

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

PHA: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME/TITLE \_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS/ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_

\_\_\_\_\_