

SAMPLE FORMAT

This is not an approved Departmental form. Its use is not prescribed nor is it available from any Departmental administrative source. The requested information may be collected in any desired format.

SAMPLE NOTICE TO OCCUPANT OF PENDING ACQUISITION

(Name)

(Date)

(Street Address)

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA. ESTE ES UN AVISO MUY IMPORTANTE. SI NO ENTIENDE EL CONTIENDO, OBTENGA UN TRADUCCION IMMEDIATAMENTE. SI USTED NO RESPONSE DENTRO DE VIENTE (20) DIAS PUEDE SER QUE LO HAGAN MUDAR DE LA CASA O APARTAMENTO EN DONDE VIVE.

(Town or City)

(HUD/FHA Case No.)

Dear _____:

The mortgage for the property in which you are living is about to be foreclosed (sometimes referred to as reposessed). We expect that ownership of the property will probably be transferred to (name of mortgagee) within the next 60 to 90 days. Shortly thereafter, it is probable that ownership will be transferred to the Secretary of Housing and Urban Development (HUD).

HUD generally requires that there be no one living in properties for which it accepts ownership unless certain conditions are met. We have enclosed a copy of those conditions in Attachment 1. These conditions should be read carefully to help you decide whether you wish to apply to continue living in the house.

If you wish to submit a request to continue to live in this property, after HUD becomes owner, your written request must be received by HUD within 20 days of the date at the top of this letter.

Oral requests are not permitted. We recommend that you use the enclosed Attachment 2, "Request for Occupied Conveyance", in making your request as it gives HUD information it needs to make its decision. If you have additional information which you wish to include with your request, you may write it on the second page of the form or on additional pages which can be attached to the form. Also, please fill out boxes 1, 7 and 8 of the enclosed Attachment 3, "Request for Verification of Employment", and send it to HUD with your request. Your request must be sent to the Chief Property Officer at the following address: (Address of the HUD Field Office which has jurisdiction over the property).

If you believe that you can meet the condition for a temporary, permanent, or long-term illness or injury (see Item 1(d) in Attachment 1, "Conditions for Continued Occupancy"), you should say so in your request and include documentation supporting your claim. This documentation must include a projection of the date that you could be moved without severely aggravating the illness or injury and a statement by a State-certified physician establishing the validity of your claim.

If HUD approves your request to remain in the property, it will only be for a temporary period. See Attachment 4, "Temporary Nature of Continued Occupancy".

If HUD denies your request, you will be given an opportunity to ask that the denial be reconsidered and to furnish information relating to the reasons for the request being denied.

If HUD does not in fact become owner of this property, any decision it may make with respect to your continued occupancy will no longer apply.

If you have any questions concerning this notice, please contact the Chief Property Officer at the HUD Field Office shown above.

IMPORTANT NOTICE

YOU MUST REPLY TO THE HUD FIELD OFFICE IN WRITING WITHIN THE NEXT 20 DAYS OF THE DATE ON THIS LETTER OR YOU WILL BE REQUIRED TO MOVE FROM THE PROPERTY BEFORE HUD BECOMES OWNER OF THE PROPERTY.

Sincerely,

Signature
Title

Attachments

(Attachment #1 to Mortgagee's Notice of Pending Acquisition)

CONDITIONS FOR CONTINUED OCCUPANCY

The following conditions must be met before HUD can approve the occupied conveyance of an acquired property:

1. One or more of the following must be met:
 - A. Your occupancy is necessary to protect it from vandalism.
 - B. The average time in inventory for HUD's unsold inventory in the residential area in which the property is located exceeds six months.
 - C. With respect to two-to-four-unit properties, the marketability of the property would be improved by your continuing in occupancy.
 - D. An individual residing in the property suffers from a permanent, temporary, or long-term illness or injury that would be aggravated by the process of moving from the property.
2. The house must be habitable (except for approval under condition 1(d)).
3. You must have been living in the house at least 90 days prior to the date the lender acquires title to the house (except for approval under condition 1(d)).
4. You must agree to sign a month-to-month lease at fair market rental on a form prescribed by HUD at the time HUD acquires the house.
5. You must have the financial ability to make the monthly rental payments under the terms of the lease.
6. You must agree to pay one month's advance rent when you sign the lease (except for approval under condition 1(d)).
7. You must allow access to the property during normal business hours:
 - A. By HUD representatives for a physical inspection of the property, with two days notice.
 - B. By HUD contractors doing repairs, with two days notice.
 - C. By real estate brokers and their clients.
8. You must disclose and verify the Social Security Numbers of all family members six years of age and older.

(Attachment #2 to Mortgagee's Notice of Pending Acquisition)

Attachment #2 is the form HUD-9539.

(Attachment #3 to Mortgagee's Notice of Pending Acquisition)

Request for Verification of
Employment

form FM-1005

(Attachment #4 to Mortgagee's Notice of Pending Acquisition)

TEMPORARY NATURE OF CONTINUED OCCUPANCY

This is to advise you that occupancy of HUD-owned property is not permanent but is only temporary in all cases and is subject to termination to facilitate preparing the property for sale and completing its sale. Temporary means that your lease arrangement with HUD is subject to termination at the convenience of the government upon 30 days' notice. You should not view your living in this property as a permanent or long-term arrangement. It is HUD's policy to ask you to vacate the property and, if necessary, take appropriate eviction action for the following causes:

1. Failure to execute the lease.
2. Failure to pay the required rent, including the initial payment at the time of execution of the lease.
3. Failure to comply with the terms of the lease.
4. Failure to allow access to the property to accomplish necessary repairs, inspect the property, or allow real estate brokers to show the property to a prospective purchaser.
5. Preparation of the property for sale.
6. Assignment of the property by the Field Office to a different use or program.