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| **V. FORMS REVISION CHART (ONLY COMPLETE if a Revision to a Form is being Requested):** | | |
| Location of Text (e.g., Page 2, Line ) | Current Text (e.g., Action Office: RMD) | Revised Text (e.g., Action Office: Records Management Division (RMD)) |
| Page 1 - Form Name | DIRECT TEMPORARY HOUSING ASSISTANCE DIRECT LEASE PROGRAM TEMPORARY HOUSING AGREEMENT | DIRECT TEMPORARY HOUSING ASSISTANCE-MULTI-FAMILY LEASE AND REPAIR PROGRAM TEMPORARY HOUSING AGREEMENT |
| Page 1 - PRINCIPAL PURPOSE(S) | This information is being collected for the primary purpose of advising FEMA Individual Assistance applicants of the requirements to occupy temporary housing units, as part of its direct housing program under a Presidentially-declared disaster. | This information is being collected for the primary purpose of advising FEMA Individual Assistance applicants of the requirements to occupy temporary housing units, and of the requirements for final sales of the unit if FEMA offers a sale program for its temporary housing units as part of its direct housing program under a Presidentially-declared disaster. |
| Page 1 - 1st sentence under the Authorized Users in Household chart | I acknowledge that FEMA is permitting me, as the Licensee, to use the above temporary housing unit for direct temporary housing because: | I acknowledge that FEMA is permitting me, as the Licensee, to use the above manufactured housing unit for direct temporary housing because: |
| Page 2 - 1st paragraph, 1st sentence | FEMA has entered into a contract with \_\_\_\_\_\_\_(hereinafter "Owner" to provide temporary housing assistance to displaced disaster Applicants under the Direct Lease Program authorized under Sections 408(c)(1)(B)(ii) and 502(a)(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) | FEMA has entered into a contract with \_\_\_\_\_\_\_(hereinafter "Landlord" to provide temporary housing assistance to displaced disaster Applicants under the Multi-Family Lease and Repair Program (MLRP) authorized under Sections 408(c)(1)(B)(ii) and 502(a)(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) |
| Page 2 - 1st paragraph, Last sentence | As a condition of occupancy, the Applicant is required to execute this Agreement for Occupancy and a landlord-tenant Lease (hereinafter "Lease") with the Owner along with the required FEMA Lease addendum. | As a condition of occupancy, the Applicant is required to execute this Agreement for Occupancy and a landlord-tenant Lease (hereinafter "Lease") with the Landlord along with the required FEMA Lease addendum. |
| Page 2 - 1. a. | The Lease is terminated by the Owner in accordance with applicable state and local Tenant/Landlord laws; | The Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; |
| Page 2 - 1. c. | a determination by FEMA that the Applicant is no longer eligible for Direct Lease; or | a determination by FEMA that the Applicant is no longer eligible for MLRP; or |
| Page 2 - 1.d. | the Direct Lease program period of assistance ends, unless extended. Current period of assistance ends on \_\_\_\_\_\_ | the MLRP program period of assistance ends, unless extended. Current period of assistance ends on \_\_\_\_\_\_ |
| Page 2 - 4. Last sentence | If FEMA determines these requirements have not been met, the agreement to occupy the unit will be revoked and a written Notice of Revocation will be issued requiring the Applicant's household to vacate the unit, remove all personal property, and return the unit's keys to the Owner no later than the date established in the Notice of Revocation. | If FEMA determines these requirements have not been met, the agreement to occupy the unit will be revoked and a written Notice of Revocation will be issued requiring the Applicant's household to vacate the unit, remove all personal property, and return the unit's keys to the Landlord no later than the date established in the Notice of Revocation. |
| Page 2 - 5. Last sentence | If FEMA determines that the Applicant has failed to diligently seek and obtain adequate alternate housing or to accept such housing resources presented, a written Notice of Revocation will be issued requiring the Applicant's household to vacate the unit, remove all personal property, and return the unit's keys to the Owner within the timeframe established in the Notice of Revocation. | If FEMA determines that the Applicant has failed to diligently seek and obtain adequate alternate housing or to accept such housing resources presented, a written Notice of Revocation will be issued requiring the Applicant's household to vacate the unit, remove all personal property, and return the unit's keys to the Landlord within the timeframe established in the Notice of Revocation. |
| Page 2 - 6. 1st sentence | RENT PAYMENTS. The Applicant will not pay a rental fee to the property owner or FEMA during the period of assistance ending on \_\_\_\_\_\_\_\_\_unless the Applicant is required to reimburse FEMA as described in Paragraph 22. | RENT PAYMENTS. The Applicant will not pay a rental fee to the Landlord or FEMA during the period of assistance ending on \_\_\_\_\_\_\_\_\_unless the Applicant is required to reimburse FEMA as described in Paragraph 22. |
| Page 2 - 7. | SECURITY DEPOSIT. FEMA will provide a security deposit amount established by contract between FEMA and the Owner on behalf of the tenant. The Owner may use the security deposit for any damage above normal wear and tear casused by the Applicant to the unit. In the event the security deposit amount does not cover the amount of damage to the unit, the Applicant will be responsible to the Owner for the additional funds. During the term of the Lease, the Owner will not charge the Applicant an additional security deposit. | SECURITY DEPOSIT. FEMA will provide a security deposit amount established by contract between FEMA and the Landlord on behalf of the tenant. The Landlord may use the security deposit for any damage above normal wear and tear casused by the Applicant to the unit. In the event the security deposit amount does not cover the amount of damage to the unit, the Applicant will be responsible to the Landlord for the additional funds. During the term of the Lease, the Landlord will not charge the Applicant an additional security deposit. |
| Page 2 - 8. | PET DEPOSITS. The Applicant is responsible for paying any pet security deposit to the property owner as required by the Owner. The Applicant shall abide by any pet policy required by the Owner. | PET DEPOSITS. The Applicant is responsible for paying any pet security deposit to the Landlord as required by the Landlord. The Applicant shall abide by any pet policy required by the Landlord. |
| Page 2 - 9. | UTILITIES AND APPLIANCES. The Applicant is responsible for paying all utilities as specified in the Lease between the Owner and Applicant. FEMA will pay utilities for the designated units only when the utilities are included in FEMA's contract with the Owner. | UTILITIES AND APPLIANCES. The Applicant is responsible for paying all utilities as specified in the Lease between the Landlord and Applicant. FEMA will pay utilities for the designated units only when the utilities are included in FEMA's contract with the Landlord. |
| Page 2 - 10. a. | Property management, maintenance, and other Landlord-Tenant relationships will remain the responsibility of the Owner. | Property management, maintenance, and other Landlord-Tenant relationships will remain the responsibility of the Landlord. |
| Page 2 - 10. b. | The Applicant will direct any maintenance issues regarding the unit directly to the Owner. | The Applicant will direct any maintenance issues regarding the unit directly to the Landlord. |
| Page 3 - 13. | FEMA TERMINATION OF DIRECT LEASE ASSISTANCE. | FEMA TERMINATION OF MLRP ASSISTANCE. |
| Page 3 - 13. a. | Eligibility. During the term of this agreement FEMA will periodically determine the Applicant's continued eligibility for temporary housing. FEMA may terminate an applicant's assistance under Direct Lease when: | Eligibility. During the term of this agreement FEMA will periodically determine the Applicant's continued eligibility for temporary housing. FEMA may terminate an applicant's assistance under MLRP when: |
| Page 3 - 13. a. i. | The applicant violates any terms of this FEMA Occupancy Agreement for Direct Lease; | The applicant violates any terms of this FEMA Occupancy Agreement for MLRP; |
| Page 3 - 13. a. ii. | The Applicant's occupancy is terminated by the Owner for violation of the lease terms and conditions between the Owner and Applicant. | The Applicant's occupancy is terminated by the Landlord for violation of the lease terms and conditions between the Landlord and Applicant. |
| Page 3 - 13. a. iii. | FEMA has determined that adequate alternative housing is available to the household outside of Direct Lease; or | FEMA has determined that adequate alternative housing is available to the household outside of MLRP; or |
| Page 3 - 14. | APPLICANT RESPONSIBILITY TO COMPLY WITH REMOVAL ACTION. The Applicant and the household members will comply with any written Notice of Revocation requiring the Applicant's household to vacate the unit by moving out of the unit, removing all personal property, and returning the unit's keys to the Owner no later than the date set forth in the Notice of Revocation. | APPLICANT RESPONSIBILITY TO COMPLY WITH REMOVAL ACTION. The Applicant and the household members will comply with any written Notice of Revocation requiring the Applicant's household to vacate the unit by moving out of the unit, removing all personal property, and returning the unit's keys to the Landlord no later than the date set forth in the Notice of Revocation. |
| Page 3 - 15. | FEMA NOTICE TO APPLICANT REGARDING TERMINATION OF DIRECT LEASE AGREEMENT. | FEMA NOTICE TO APPLICANT REGARDING TERMINATION OF MLRP ASSISTANCE. |
| Page 3 - 15. b. | Termination notice based on End of the Period of Assistance for Direct Lease: | Termination notice based on End of the Period of Assistance for MLRP: |
| Page 3 - 16. a. | In accordance with Section 423 of the Stafford Act and 44 C.F.R. Section 206.115, Applicants may appeal the FEMA determination to terminate Direct Lease assistance within 60 days after the date that FEMA notifies the Applicant. | In accordance with Section 423 of the Stafford Act and 44 C.F.R. Section 206.115, Applicants may appeal the FEMA determination to terminate MLRP assistance within 60 days after the date that FEMA notifies the Applicant. |
| Page 4 - 17. b. | FEMA will charge the applicant a monthly penalty fee in the amount of \_\_\_\_\_\_\_\_\_if all members of the applicant's household do not vacate or establish a new lease with the Owner the rental unit when directed to do so by FEMA. FEMA may also charge the occupant this penalty fee if all members of the applicant's household fail to vacate the rental unit when directed to do so by the Owner. | FEMA will charge the applicant a monthly penalty fee in the amount of \_\_\_\_\_\_\_\_\_if all members of the applicant's household do not vacate or establish a new lease with the Landlord the rental unit when directed to do so by FEMA. FEMA may also charge the occupant this penalty fee if all members of the applicant's household fail to vacate the rental unit when directed to do so by the Landlord. |
| Page 4 - 19. | THIRD PARTY RIGHTS. The Owner is not the agent of FEMA. | THIRD PARTY RIGHTS. The Landlord is not the agent of FEMA. |
| Page 4 - 22. Last sentence | If the Applicant's household is eligible for any payments or allowances from private insurance that can be used for temporary housing needs, such as Additional Living Expenses, the Applicant or other Authorized User will file a claim for such insurance benefits and pay FEMA for the cost (up to Fair Market Rent) of using the rental unit (In some cases FEMA may pay rent to the Owner in accordance with Direct Lease policy)(as determined by FEMA) up to the limits of the insurance recovery for monthly housing expenses. | If the Applicant's household is eligible for any payments or allowances from private insurance that can be used for temporary housing needs, such as Additional Living Expenses, the Applicant or other Authorized User will file a claim for such insurance benefits and pay FEMA for the cost (up to Fair Market Rent) of using the rental unit (In some cases FEMA may pay rent to the Landlord in accordance with MLRP policy)(as determined by FEMA) up to the limits of the insurance recovery for monthly housing expenses. |