

BERKELEY HOUSING AUTHORITY

MUTUAL AGREEMENT FOR TERMINATION OF ASSISTED LEASE AND TERMINATION OF HOUSING ASSISTANCE PAYMENT CONTRACT

Tenant _____ Unit Address _____

We, the undersigned tenant and property owner/agent, mutually agree to terminate the lease for the above-referenced property effective _____ or the actual date the tenant surrenders possession of the unit, whichever occurs first. The Housing Assistance Payment Contract terminates automatically if the lease is terminated by the owner or the tenant.

The tenant will be responsible for the tenant’s portion of the rent through the termination date. If the tenant remains in the unit (does not return the keys, leaves belongings behind, etc.) past the termination date, **the tenant will be responsible for the full rent after that date.** Additionally, the property owner/agent must reimburse the Housing authority for any housing assistance paid for periods beyond the termination date.

If either party wishes to rescind this agreement, the tenant and landlord must submit their agreement to rescind the termination in writing to the Housing Authority. If either party wishes to modify this agreement, the tenant and landlord must jointly complete and submit a new Mutual Agreement for Termination of Assisted Lease and Termination of Housing Assistance Payment Contract. The Mutual Agreement form must be received by the Housing Authority at least ten (10) days before the original termination date. Otherwise, housing assistance payments will terminate on the date specified above.

We understand and agree that this agreement does not release the tenant from financial liability for any tenant caused damage to the unit.

Owner/Agent Signature		Tenant Signature	
Date		Date	
Telephone Number	Cell Phone	Telephone Number	Cell Phone