

**HOUSING AUTHORITY OF THE CITY OF OMAHA  
THIRTY DAY NOTICE TO VACATE FOR NONPAYMENT OF RENT**

July 10, 2023

Unit: 9far - 8306

MENDY RACE  
1613 FARNAM ST #703  
OMAHA, NE 68102

**Please take notice** that you are in violation of the Federal Housing and Urban Development Code of Federal Regulations **24 CFR 966.4F et seq.** and your rental agreement concerning your tenancy in the above unit and that the following act(s) omission(s) constitute a breach thereof:

You, Housing Authority of the City of Omaha (OHA) tenant MENDY RACE are in violation of your lease. As of July 10, 2023, you currently have an unpaid balance of \$ 60.00 which is owed to OHA. You have made inadequate payments (if any) towards the balance owed or have not made provisions to pay the rest of the balance owed. The balance owed is itemized as follows:

LEASE PROVISION	EXPLANATION	AMOUNT OWED
1. Lease Provision 2(b)	Delinquent Rent	0.00
2. Lease Provision 3(a)	Maintenance Costs	15.00
3. Lease Provision 3(b)	Excess Utility Charge	0.00
4. Lease Provision 3(d)	Late Rent Charge	0.00
5. Lease Provision 3(d)3	Legal Fees	0.00
6. Lease Provision 5(a)	Security Deposit Charges	0.00
7. Not applicable	Garage Rent	0.00
8. Not applicable	Miscellaneous Charges	45.00
	<b>TOTAL AMOUNT OWED</b>	<b>\$60.00</b>

Failure to pay this balance owes is a breach of: (X any which apply as illustrated above)

**OHA Lease Provision 2(b)**, which states that the rent is due and payable in advance on the first (1<sup>st</sup>) day of each month and shall be considered delinquent after the seventh (7<sup>th</sup>) calendar day of the month.

**OHA Lease Provision 3(a)**, which states that when OHA determines that needed maintenance is not caused by normal wear and tear, the tenant shall be charged for the cost of such service.

**OHA Lease Provision 3(b)**, which states that at the developments where utilities are provided by OHA, a charge shall be assessed for excess utility consumption.

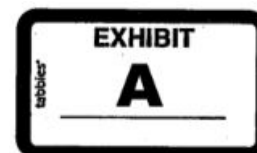
**OHA Lease Provision 3(d)**, which states that an administrative charge of twenty-five dollars (\$25) is posted to accounts of residents whose rents are not paid by 4:30 p.m. on the seventh (7<sup>th</sup>) day of each month.

**OHA Lease Provision 3(d)3**, which requires the tenant to make payment in full for all court costs (excluding attorney fees) resulting from the filing of an eviction action against him/her.

**OHA Lease Provision 5(a)**, which states that the tenant is required to pay a security deposit as specified in the lease agreement.

**Garage Rent**, which states that the tenant is required to pay garage rent if deemed in the lease addendum.

Additional lease terms that may be applicable include **Lease Provision 14(c)(3)**, which states that the tenant may be required to pay the costs of court and legal fees; and **Lease Provision 5(a)**, which states that the tenant is required to pay a security deposit as specified in the lease. Some tenants are required to pay **Garage Rent** as stated in the lease addendum.



Per Lease Provision 14(a)(1), OHA may terminate a tenant's lease for failure to pay rent or other payments when due. **IN ORDER TO CURE THIS BREACH, YOU MUST PAY THE FULL BALANCE OWED WITHIN THIRTY (30) DAYS OF THE DATE OF RECEIPT OF THIS NOTICE.**

Failure to do so will result in termination of your rental agreement. If said breach is not adequately remedied by you within thirty (30) days of the date of receipt of this notice, your rental agreement will be considered automatically terminated on the thirtieth (30th) day after receipt of this notice and you shall immediately quit, vacate and surrender possession of the above-described premises.

If you fail to comply with this notice, legal proceedings will be commenced to recover said premises pursuant to the Nebraska Housing Agency Act, Neb.Rev.Stat 71-15,139 and the Uniform Residential Landlord and Tenant Act, Neb.Rev.Stat.76-1440 to 76-1447. **You may be charged a legal fee of \$350. However, if this breach is cured prior to the court date, the legal fee will be limited to \$150.**

You have the right to contest this notice in any available administrative or judicial forum. You have the right to make such reply as you may wish. You have the right to examine any documents, including records and regulations, which are in OHA's possession, and which are directly relevant to the termination of tenancy or eviction. You shall be allowed to copy any such document at your expense.

If you wish to contest this Notice of Termination under OHA's Tenant Grievance Procedure, you must present your grievance orally or in writing to your property management office within five (5) business days. If the matter is not resolved informally, you may be entitled to a formal grievance hearing according to OHA's Tenant Grievance Procedures, a copy of which is available at your property management office. If you do not timely present your grievance according to the above procedures, your right to administrative appeal through OHA's Tenant Grievance Procedures will be deemed to be waived, and this notice will remain in effect. However, this will not constitute a waiver of your right thereafter to contest OHA's action in an appropriate judicial proceeding.

#### **EMERGENCY RENTAL ASSISTANCE IS AVAILABLE**

You may be eligible for rental assistance. The U.S. Department of Treasury's ("Treasury") Emergency Rental Assistance (ERA) program makes funding available to assist households that are unable to pay rent or utilities. Leases may not be terminated due to nonpayment of rent until at least 30 days have passed after a tenant receives this ERA notice.

The funds were provided directly to states, U.S. territories, local governments, and (in the case of the first program, ERA1) to Indian tribes or Tribally Designated Housing Entities, as applicable, and the Department of Hawaiian Home Lands. Grantees use the funds to assist eligible households through existing or newly created rental assistance programs. In guidance documents (including Frequently Asked Questions guidance documents, or FAQs), Treasury advised that participants in HUD-assisted rental programs (including the Housing Choice Voucher (HCV), Public Housing, or Project-Based Rental Assistance programs) are eligible for the ERA program and may receive assistance for the tenant-owned portion of rent or utilities that is not subsidized. In FAQs for PHAs and HCV landlords, HUD PIH clarified that this assistance can include rent arrearages and utilities owed over the utility allowance. The FAQs include additional guidance on interim reexaminations, income calculations, and additional considerations for private landlords participating in the HCV program.

**To learn more about how to apply for ERA go to <http://macchconnect.org>.**

State and local ERA grantees can also be accessed from Treasury's website using the link "Find rental assistance in your area."

\_\_\_\_\_  
Property Manager



\_\_\_\_\_  
Date

7/10/23

Attachments:

- OHA Notice of Occupancy Rights Under the Violence Against Women's Act
- HUD Form 5382 Certification of VAWA Victim form

Pursuant to Lease Provision 14 (a)(1), OHA may terminate a tenant's lease for failure to pay rent or other payments when due.

# Certificate of Service

I hereby certify that on Thursday, August 31, 2023 I provided a true and correct copy of the Attachment to the following:

Signature: /s/ Mary H. Sederstrom (Bar Number: 16861)