

NOTICE

Fort Collins Housing Corporation Lease Changes for 2010

The Fort Collins Housing Authority has updated its Lease for the Affordable Housing Program.

A copy of the changes to the Lease is attached for your review. Please direct any written comments regarding the lease to Nancy Stafford at 1715 West Mountain Avenue, Fort Collins, CO 80521.

You may also turn in any written comments to our reception staff.

Posted at the FCHA office and online on 5/13/2010.

- (d) Rent Deferral. If, for good cause, the Tenant is unable to pay the rent, late charges, or any other amount due under this Lease when due, and if the Tenant requests in writing a deferral of the amount due, the Landlord may, in its sole and absolute discretion and without any obligation whatsoever to do so, permit the Tenant to pay the delinquent rent, late charges, and other amounts due pursuant to the terms of this Lease ("Deferred Rent") over a period of time determined by the Landlord, not to exceed twelve (12) months. If the Landlord permits the Tenant to pay Deferred Rent over a period of time, the Tenant shall execute a Rent Repayment Agreement which shall provide that the Deferred Rent shall be payable in equal monthly installments due on the first day of each month. Monthly installments of Deferred Rent shall be paid in addition to the regular monthly installments of rent and any other amount required to be paid pursuant to the terms of this Lease. Any default in the payment of any amount due under this Lease, including any installment of Deferred Rent, or any violation of any other term or provision of this Lease, shall cause the entire remaining balance of Deferred Rent to become immediately due and payable in full. The entire remaining balance of Deferred Rent shall be paid at the time of and as a condition precedent to the curing of any default under this Lease. This provision for deferral of rent shall be at the sole and absolute discretion of the Landlord and shall not constitute an extension of the due date of any payment required to be made pursuant to the terms of this Lease, nor shall it be considered a waiver of the right of the Landlord to require all rent and other amounts to be paid when due.
- (e) Application of Payments. All payments accepted by the Landlord on the Tenant's account shall be applied as follows:
- 1) First, to current rent;
 - 2) Second, to delinquent rent, applied to the oldest date first;
 - 3) Third, to Deferred Rent;
 - 4) Fourth, to the Security Deposit;
 - 5) Fifth, to unpaid utilities;
 - 6) Sixth, to maintenance charges, including lock-out fees and the cost of key replacement;
 - 7) Seventh, to late payment charges and returned check fees;
 - 8) Eighth, the balance, if any, to attorney's fees, service of process fees and other costs of collection.

7. Condition of Dwelling Unit and Premises. By signing this Lease and the Move-In Unit Inspection Report attached to this Lease, the Tenant acknowledges that the Dwelling Unit and the Premises are safe, clean, and in good condition and that all appliances and equipment within the Dwelling Unit are in good working order. If the Tenant gives proper notice to the Landlord of the Tenant's intent to terminate this Lease and vacate the Dwelling Unit, the Tenant may request to be present at a move-out inspection of the Dwelling Unit.