

**AGREEMENT FOR MUTUAL RESCISSION OF LEASE**

**1. THIS AGREEMENT**, by \_\_\_\_\_ as the landlord/owner, and \_\_\_\_\_ as resident/family, shall mutual agreement fully completely rescind forever the lease executed by and between the parties. Resident/family hereunder agrees that the subject premises of said lease, shall be vacated by the undersigned resident/family by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**2. IT IS HEREBY AGREED that all claims or demands of any kind or nature arising as a result** of said lease are hereby fully released by the parties hereto and the landlord/owner is not entitled to housing assistance payments from the Tampa Housing Authority for any period after the effective date of the rescission of the lease as stated above. A refund of the resident/family security deposit will be made by the landlord/owner within fifteen (15) days of the date the resident/family vacated said premises in the sum of \$\_\_\_\_\_ plus (percent) simple interest on deposit, less any amounts withheld in accordance with State Statute, Section 83.49, which reasons shall be specified in writing by the landlord/owner to the resident/family within fifteen (15) days of termination of tenancy to the resident/family’s forwarding address, if known or to the resident/family’s last known address if the forwarding address is unknown. Notice shall be made by certified mail in accordance with State law. In the event the resident/family does not vacate by the date agreed, such security deposit sum otherwise payable to the resident/family shall be reduced in the amount of the landlord/owner actual damages arising from such failure to timely vacate the subject premises as agreed.

**3. THE PROVISIONS of the agreement shall bind and inure to the benefit of the** landlord/owner and resident/family and their respective successor, legal representatives and assignees.

**4. BY SIGNATURE BELOW, the landlord/owner agrees to the following:**

- *Should resident/family remain in the unit after the date of official rescission of the lease, said resident/family is responsible for any and all rent due.*
- *The landlord/owner is not entitled to any further housing assistance payments from the Tampa Housing Authority for any period after the effective date of the rescission of the lease*
- *The Housing Assistance Payments contract between the landlord/owner and the Tampa Housing Authority is terminated as of the effective date of the rescission of the lease.*

**5. BY SIGNATURE BELOW, the resident/family agrees to the following:**

- *The resident/family is responsible for any and all rent due for any period after the effective date of the rescission of the lease if unit vacancy has not occurred by that date.*
- *The Tampa Housing Authority may not issue a new Voucher to the resident/family for the purposes of moving to a new unit if any monies are owed to either the landlord/owner or to the Tampa Housing Authority.*
- *The resident/family must vacate the premises by the effective date of the rescission of the lease and is responsible for leaving the unit and premises in good and clean condition.*

**6. BY SIGNATURE BELOW, both parties hereto have read and do understand the terms and conditions contained herein.**

**OWNER** \_\_\_\_\_

**FAMILY** \_\_\_\_\_

*By* \_\_\_\_\_

*By* \_\_\_\_\_

*Date* \_\_\_\_\_

*Date* \_\_\_\_\_

Date Received by THA \_\_\_\_\_ Effective Date of Rescission \_\_\_\_\_

Section 8 Counselor \_\_\_\_\_