OFF BASE HOUSING

RELOCATION ASSISTANCE PROGRAM

Off-Base Housing
Relocation Assistance Program
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MEMORANDUM FOR NEW MILITARY MEMBERS TO GRAND FORKS AFB

FROM: 319 CES/CEACA
      514 Louisiana St
      Grand Forks AFB, ND 58205-6218

SUBJECT: Off-Base Housing Assistance

1. Welcome to Grand Forks AFB. The housing office will assist you in locating adequate off-base housing for you and your family. Prior to entering into any rental, lease, or purchase agreement for off-base housing, all personnel must report to the Housing Management Relocation Assistance Office.

2. The Off-Base Housing Relocation Assistance Program will provide you with information on types of housing available, cost of available private housing; schools; shopping and other community services.

3. Surrounding Communities – The City of Grand Forks is approximately 16 miles from the AFB. The majority of rental units are located there. There are a number of small towns near the base, but the number of rental units located in these towns is quite limited.

4. Most housing units do not allow pets. Those that do allow pets usually require a pet deposit.

5. The Housing Relocation Assistance Office is located at 514 Louisiana St. Our telephone number is 701-747-3035 or DSN 362-3035. Our office hours are from 0745 to 1630 Monday through Friday.

Chris Powell
Housing Manager
Section A
Fair Housing Laws
FAIR HOUSING LAWS

Every citizen in this country is entitled to housing of their choice that they can afford. When you are buying or renting a home, a person may not deny you that home because of your: race, color, creed, disability, religion, sex, national origin, marital, familial, or public assistance status.

Fair Housing Amendment Act of 1988 prohibits discrimination to all Americans regardless of race, color, religion, sex, national origin, and for the first time, families with children and the disabled.

Housing and Community Development Act of 1974 prohibits discrimination on the basis of race, color, national origin and sex in federal assisted community development activities.

Title VIII of the Civil Rights Act of 1968 is the primary federal law banning discrimination in housing accommodations because of race, religion, color, national origin, and sex.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in federally assisted housing programs.

It is unlawful:

To refuse, after a bona fide offer is made, to negotiate on, sell, rent or otherwise deny a dwelling to any person because of race, color, religion, sex, national origin, marital, familial, or public assistance status.

To discriminate in the terms, conditions or privileges of a sale or lease, or in providing services of facilities, because of race, etc.

To make, publish (or have anyone else make or publish) any notice, statement, or advertisements that indicate preferences or advertisements based on race, etc.

To tell a person because of race, etc., that a dwelling is not available when it is.

To try to get owners to sell or rent dwellings by telling them that persons of a particular race, etc., are moving into a neighborhood (commonly known as “blockbusting”)

This title also prohibits discrimination in financing of housing. Any bank, savings and loan association, insurance company or other enterprise making commercial real estate loans cannot deny a loan or discriminate in a loan because of race etc. This prohibition applies to all loans or purchasing construction, improving, repairing, or maintaining a dwelling. Finally, it is unlawful to discriminate in providing brokerage services. This means a person cannot be denied access to or membership in any multiple-listing service or real estate brokers organization because of race, etc., nor can a person be discriminated against in the terms or condition of access or membership.
THE HOUSING RELOCATION SERVICE AND FAIR HOUSING

The Federal Fair Housing Law assures equal opportunity to every person in the United States based on race, color, sex, religion, national origin, marital, familial, or public assistance status to choose housing suited to his/her needs and financial ability. This law sustains the DOD policy of discrimination in housing, both on-base and off-base. All owners of facilities listed with the Housing Relocation Assistance Service have agreed to rent, sell to all military personnel without discrimination. Most owners have cooperated in offering fair housing. A few owners fail to honor their agreement to rent or sell without discrimination. When the time comes to rent or sell to someone they consider undesirable, they may present a variety of doubtful excuses. Obviously, there are legitimate restrictions which any owner can enforce, such as no pets/smoking or sufficient earnings to cover a high rental fee. Owners seeking to discriminate, however, may offer vague answers to questions, declare that “nothing is available.”

LANDLORD COMPLAINTS

The housing relocation assistance service wants to hear any landlord complaints. To assist the military member, we look into complaints and act as a mediator between the landlord and the tenant. Very often we can help remedy the situation. Also, if we detect a concentration of complaints concerning one landlord, this signals a major problem and we try to resolve the situation.
Section B
Local Area Information
LOCAL AREA INFORMATION

AREA CODE FOR NORTH DAKOTA: 701
AREA CODE FOR NW MINNESOTA: 218

COMMUNITY SERVICE

Air Base Information 747-3000
Air Base Locator 747-3344
American Red Cross 747-3855
NE Human Service Center 795-3000
County Social Service Center 772-8171
Grand Forks City Health Department 746-2525
Housing Authority 746-2545
North Dakota Road Conditions Local Area 787-6550
ND Dept of Transportation Drivers License Division 787-6540
ND Dept of Transportation Motor Vehicle Branch 772-1390
Salvation Army 775-2597
Veterans Service Office 780-8296
Y-Family Center 775-2586

COURT SYSTEM

County Court 780-8240
District Court 795-2586

SHOPPING AREAS

Columbia Mall Shopping Center – 2800 S. Columbia Rd., I-29/Exit 138, Grand Forks, ND
Grand Cities Mall – 1726 South Washington, Grand Forks, ND
Town and Country Shopping Center – Corner of 17th Ave South and S. Washington St, Grand Forks, ND
Columbia Center- 2100 S. Columbia Road, Grand Forks, ND
Wal-Mart – 2551 32nd Ave S., Grand Forks, ND
Sam’s Club – 2501 32nd Ave S., Grand Forks, ND
Pamida – 421 Gateway Dr., East Grand Forks, MN
Home of Economy – 1600 Northwest Hwy 81, Grand Forks, ND
Southtowne Square – 3000 S. Columbia Rd, Grand Forks, ND
Super Target – 3601 – 32nd Ave. S., Grand Forks, ND

CLUBS

American Legion Club – 1009 Central Ave, East GrandForks, MN 773-1129
Eagles Club – 101 2nd Ave SE East, Grand Forks, MN 773-2445
Grand Forks Gun Club – Highway 2, Grand Forks, ND 772-1551
Grand Forks Country Club – South of Grand Forks, ND 772-4831
Valley Country Club – Rt 2, East Grand Forks, MN 773-1207
Veterans of Foreign Wars – 312 DeMers Ave, East Grand Forks, MN 773-2481
Section C
Transportation
TRANSPORTATION

Airport
Grand Forks International Airport – Mark Andrews Field Highway 2, West of Grand Forks, ND
Northwest/Mesaba Airlines 1-800-441-1818
Reservations/Departures/Arrivals 1-800-225-2525

Railroads:
Amtrak- 555 DeMers Ave, Grand Forks, ND 1-800-872-7245
Reservations and schedule information

In addition to this information, the following information is available at your Housing Office:

Buying and Selling Homes

HUD/FHA Programs

VA Programs

Relocation Assistance Packages

Mediator for Tenant/Landlord Disputes

Off-Base Counseling
Maps of the Area

Section E
Real Estate-Residential/Recreational
REAL ESTATE – RESIDENTIAL & RECREATIONAL
Coldwell Bankers
2750 – 26th St. S. Ste. C
Grand Forks, ND 772-8106

1st Realty of Grand Forks Inc/ Century 21
3425 S. Washington St
Grand Forks, ND 772-1000

Greenberg Realty
3651 S. Columbia Rd.
Grand Forks, ND 772-6641

Century 21 Red River Realty
Grand Cities Mall
Grand Forks, ND 746-0303

Dakota Commercial
Grand Forks, ND 772-3101

Dietrich Realty
Columbia Rd. Grand Forks, ND 746-5312

Goldmark Schlossman Realty
2103 – 44th Ave. S.
Grand Forks, ND 772-1302

Hagen Realty
722 DeMers Ave.
East Grand Forks, MN 218 773-7355

Gregoire & Associates
2100 S. Washington St.
Grand Forks, ND 772-7224

Crary Homes & Real Estate 3001-A 32nd Ave S.
Grand Forks, ND 775-0013

Oxford Realty
2009 – 13th Ave. N
Grand Forks, ND 740-9569

Scholler Real Estate
1911 South Washington St Grand Forks, ND 772-3791

Reilly Appraisal Consultants
2506 S. Washington Suite B
Grand Forks, ND 775-8195

Ryan Realty & Appraisal
403 - 5th Ave. SE
East Grand Forks, MN 218 773-4141

Zimmerman Appraisal Co.
209 – 4th St. NW
East Grand Forks, MN 218 773-3564

Valley Land & Investments
Hatton, ND 543-3380

Kuenzel Realty
Grand Forks, ND 885-5513

APPRAISERS & TITLE COMPANIES
Alberts Appraisal
1407 – 24th Ave. S.
Grand Forks, ND 775-3433

Anderson Appraisal Service Inc
219 S. 4th St
Grand Forks, ND 772-4700

Appraisal & R.E. Research
308 – 2nd Ave. N. Ste. 301A
Grand Forks, ND 746-9147

Grand Forks Title and Abstract
Complete Title & Closing Services
3374 S. 31st St. Ste A
Grand Forks, ND 772-3484

Reilly Appraisal Consultants
Section G
Pet Services
PET SERVICES, KENNELS & GROOMING

Boarding
CJ’s Tender Care Kennel
Boarding of Dogs/Cats
RR #2
East Grand Forks, MN  218-773-9301

Dakota Hunting Club & Kennel Inc
Boarding of Dogs Only
Grand Forks, ND  775-2074

Petcetera Animal Clinic
Boarding of Cats Only
1150 40th Ave S.
Grand Forks, ND  775-0549

Daria’s Place
Thompson, ND  599-2307

Reigning Cats and Dogs
East Grand Forks, MN  218 773-1904

Ruffin’ It Doggie Day Care
1521 DeMers Ave.
Grand Forks, ND  780-0700

Stay and Play Pet Resort**
South Washington
Grand Forks, ND  775-7020

Wag “N” Train**
6802 Gateway Dr.
Grand Forks, ND  218 779-5779

**Also does grooming

Grooming
Top Dog Grooming Salon
3119 Belmont Rd
Grand Forks, ND  746-5112

A-1 Dog Grooming
1007 13th Ave S.
Grand Forks, ND  772-7144

Petco
2901 32nd Ave S.
Grand Forks, ND  746-1996

Pooch Parlor
3003 Legend Lane
Grand Forks, ND  772-2474

Ruth’s Dog Grooming
2522 9th Ave N.
Grand Forks, ND  772-3366

TLC Dog Grooming
1809 4th Ave N.
Grand Forks, ND  772 8426

Stonegate Pet Super Store
Grand Cities Mall
Grand Forks, ND  775-0775

Best Friends Grooming Salon
1323 – 9th Ave. S.
Grand Forks, ND  746-7144

Other Pet Services
Circle of Friends Humane Society
Hwy 81 N
Grand Forks, ND  775-3732
INSPECTION OF UNIT BEFORE LEASING: Prospective tenants should visit the rental unit before they give the landlord any money. They should be allowed to inspect the rental unit (appliances, plumbing, light fixtures, carpeting, locks, linoleum, windows, etc.) According to N.D.C.C. (ND Century Code) 47-16-07.2, a landlord shall provide the tenant with a statement (check-in sheet) describing the condition of the facilities in and about the premises to be rented at the time of entering a lease agreement. The statement shall be agreed to and signed by both the landlord and the tenant. The statement shall provide proof as to the condition of the facilities and the premises at the beginning of the rental agreement. Make sure all the conditions are as set out in the statement. An accurate statement at the time of moving in will lessen the chance of misunderstanding and future disagreements.

LEASES

The word lease refers to an agreement between a landlord and tenant, whether it is verbal or written. There are two basic types of leases – “periodic leases” and “term leases.”

PERIODIC LEASE: If the lease has no specific ending date, it is a periodic lease. Generally these leases are month-to-month. A periodic lease is automatically renewed each time the tenant pays rent to the landlord.

TERM LEASE: If the lease states how long the tenancy will last (i.e., six months or a year), it is a term lease. These leases are usually written. The tenant is generally liable for rent the entire term of the lease. A LEASE IS A LEGALLY BINDING CONTRACT WHICH CANNOT BE BROKEN WITHOUT THE OTHER PERSON’S CONSENT. The best arrangement between a landlord and tenant is a written lease. A written lease outlines the conditions under which a person (s) may live in a rental unit, and can be referred to if a dispute arises. When entering into a lease agreement all verbal promises (repairs, number of parking spots, etc.) should be put in writing.
Landlords and tenants can negotiate the terms of the lease provided both parties agree to the changes. If the written lease form is changed, both landlord and tenant should mark their initials next to any changes, additions, or deletions made on the lease forms.

Before you sign a lease, you should CAREFULLY READ AND UNDERSTAND the terms. If you have any questions, ask your housing Relocation Coordinator for an explanation.

TERMINATING THE LEASES

PERIODIC LEASE: If there is no provision in the month-to-month periodic lease stating how much advance notice must be given to end the lease (written or verbal), either party may terminate the lease by giving at least thirty (30) days WRITTEN notice AT ANY TIME. The rent is due and payable to and including the date of termination. However, many written periodic leases may require tenants to notice on the first of the month, or a longer notice (60 days). Failure to give proper 30 day or agreed notice could result in loss of security deposit and liability for rent for that period.

TERM LEASE: A term lease terminates automatically at the end of the lease period without the need of any notice from either landlord or tenant. However, procedures will require a written notice PRIOR to the lease expiring. Generally the notice has to be received by the first of the month. Tenants are well- advised to CAREFULLY read the termination and renewal provisions of their lease. Some leases automatically renew for another entire term if notice of termination is not properly given.

IF A TENANT MOVES OUT BEFORE THE LEASE EXPIRES, he/she is still responsible for paying the rent for the remaining term of the lease. WITH LANDLORD’S CONSENT another tenant may be found to fulfill the balance of the lease.

The lease may require a fee for the landlord re-renting the unit. If a fee is required it should be outlined in the lease agreement. The landlord may be entitled to recover ACTUAL costs to re-rent. In no event, MAY THE LANDLORD RECOVER BOTH a re-renting fee and the actual costs of re-renting.

Even though the tenant remains liable for the rent until the expiration of the lease or a new tenant is found, landlords have a legal obligation to try to find a new tenant and may ONLY COLLECT RENT FROM A SINGLE TENANT. Thus, if the new tenant moves in and pays rent for a period for which the departing tenant has already paid, the landlord MUST REFUND the appropriate portion of the pre-paid rent to the departing tenant.

SECURITY DEPOSITS

Landlords have the right to require tenants to make a security deposit (damage deposit). This money is paid by the tenant and held by the landlord. The security deposit required by the landlord cannot exceed the amount of one month’s rent and will be used to guarantee against unpaid rent, damage or cleaning costs. Moreover if the tenant owns a pet, the landlord may require a “pet deposit” not to exceed $2,500 or two month’s rent, whichever is greater, to cover any pet related damage. This amount also includes the regular deposit.

The landlord is required to deposit the money in a federally insured interest-bearing savings or passbook account. The landlord may apply the security deposit money and accrued interest upon termination of the lease toward any damages suffered through the negligence of the tenant or his/her guest, any unpaid rent, or the costs
of cleaning and repairs which were the tenant’s responsibility. If the deposit is $100, but the tenant causes $300 of damages, the landlord can sue for the balance. THE DEPOSIT SHOULD NOT BE USED BY THE TENANT TO PAY RENT WITHOUT THE LANDLORD’S CONSENT.

Landlords can also require prospective tenants to pay an application fee (which can be non-refundable). The fee is customarily used to cover the cost of checking a tenant’s references (past landlords, employment, credit bureau, etc.). Tenants should ask if such fees are refundable and can request a receipt for payment. **These fees should not be mistaken for security deposits.**

**SECURITY DEPOSIT REFUND**

At the end of the lease, a landlord must return a tenant’s security deposit plus interest (if the unit was occupied nine months or longer), OR give the tenant a written explanation as to why the deposit (or any part of the deposit) will not be returned. The landlord must mail or deliver the deposit within 30 DAYS after the day the tenant vacated and the lease expired. As a practical matter, actual receipt of the security deposit may be delayed by several days if the tenant fails to provide landlord with accurate forwarding address information. The landlord may deduct, from the security deposit, amounts to cover damage from tenants or their guests, unpaid rent, and/or costs of cleaning or other repairs, with the exception of reasonable wear and tear. The landlord must provide an itemized list of any deductions.

**PRIOR TO ENTERING INTO ANY RENTAL, LEASE OR PURCHASE AGREEMENT, ALL PERSONNEL MUST REPORT TO THE HOUSING MANAGEMENT RELOCATION ASSISTANCE SERVICE, LOCATED AT 514 LOUISIANA ST, BLDG 119, NEAR THE MAIN GATE.**

**LANDLORD AND TENANT RIGHTS (MINNESOTA)**

Prospective tenants should, of course, be allowed to see the rental unit before they put their money down. They should also be allowed to inspect the utilities, the appliances, the electrical system, the plumbing, heating and lights – as well as locks and windows. They may, if they wish, make a list of any physical impairment or code violations they may discover, and they may request the landlord to sign the list before they sign any lease. Landlords, of course, can refuse to cooperate (these are not “rights” legally enforceable in court). But cooperation is advised. In fact, it is in the best interest of both landlord and tenant to have such a list, for it protects all parties should a disagreement later arise over who is responsible for what repairs.

**THE LEASE**

The terms of any rental agreement are spelled out in the lease, which can be either a signed, written document, or an oral understanding. There are essentially two kinds of leases:

1. the periodic tenancy lease (which is generally a month-to-month, automatic-renewal rental agreement), and
(2) the definite term lease (a rental agreement specifying a definite rental period, generally six months or a year).

PERIODIC TENANCY LEASE: If there is nothing mentioned about the length of the tenancy in the rental agreement (which may be written or oral), the lease is a periodic one. A periodic tenancy is automatically renewed each rental period until it is ended by either the landlord or the tenant.

DEFINITE TERM LEASES: If the lease states how long the tenancy will last (usually six months or a year), the agreement is a definite term lease. These kinds of leases are usually written. If they are for more than a year they HAVE to be in writing.

Such leases generally contain provisions stating what kind of notice is required to end the tenancy. If there is no such provision, the tenancy automatically ends on the day the lease says it does unless the landlord and tenant agree (preferably in writing) to some other kind of arrangement.

PROPER NOTICE

Whoever it is – landlord or tenant – who ends the tenancy, he/she must abide by both the terms of the lease and by state law. The requirements for periodic and term tenancies, however, are different.

FOR PERIODIC TENANCIES: If there is no provision in the lease stating how much advance notice must be given to end the tenancy, the LAW SAYS that written notice MUST BE RECEIVED by the other party at least one full rental period before the tenancy’s last day. This means THE DAY BEFORE the last rent payment is due. If the tenant misses the proper notice deadline – EVEN BY A DAY – he/she is liable for paying an extra month’s rent. If a landlord misses the deadline, the tenancy is automatically extended for another month.

FOR DEFINITE TERM TENANCIES: Procedures for ending this kind of tenancy are generally written into the lease. Tenants under a definite term lease have to pay for the entire term no matter when they leave, unless the landlord agrees to accept new tenants who would take over the remaining payments. But some term leases have provisions allowing the tenant to “break” the lease. Often in such cases, the tenant is required to pay a “break-lease” fee – a sum of money and / or the tenant’s security deposit. Some term leases spell out what kind of notice is needed to end the tenancy at the term’s end. Typically this is a written notice presented 30 to 60 days before the term’s last day. Often such a requirement is part of an automatic renewal provision. AUTOMATIC RENEWAL means that if the tenant does not give notice, he/she can be held to an additional period of time – for example, one or two months. But if the automatic renewal is for an extra two months or more, the LANDLORD must give the tenant written notice of this fact calling the tenant’s attention to the automatic renewal provision. If the landlord does not, the automatic renewal provision cannot be enforced. The renewal notice can be given either personally or by registered or certified mail. It must be received by the tenant 15 to 30 days before the tenant has to give the landlord his/her written notice to vacate.
SECURITY DEPOSITS

Landlords have the right to require tenants to pay a security deposit (sometimes called a damage deposit). This is money paid by the tenant and held by the landlord. It pays for any damages the tenant might do to the rental unit. The deposit cannot be used by the tenant to pay the rent.

Minnesota statutes do not limit the amount a landlord may require as a security deposit. Also, a landlord can increase the amount of the security deposit at any time during a “periodic tenancy” (a rental agreement in which no final date is mentioned), but only if the tenant is given proper advance written notice. Generally, this is one rental period plus a day. If the deposit amount is spelled out in the rental agreement, and the rental agreement has a definite ending date, no changes in the deposit can be made except according to the provisions of the agreement (or unless both parties agree).

At the end of the tenancy, the landlord must return the deposit to the tenant with interest. The landlord may deduct whatever amount is needed to repair any damage done to the unit by the tenant or to pay off other debts the tenant may owe.

SECURITY DEPOSIT REFUND

At the end of the tenancy, a landlord must return a tenant’s security deposit plus interest, or give the tenant a written explanation as to why the deposit (or any part of the deposit) will not be returned. The landlord MUST do this within 21 days after the day the tenancy ends and the tenant has given the landlord a FORWARDING ADDRESS.

***PRIOR TO ENTERING INTO ANY RENTAL, LEASE OR PURCHASE AGREEMENT, ALL PERSONNEL MUST REPORT TO THE HOUSING MANAGEMENT RELOCATION ASSISTANCE SERVICE, LOCATED AT 514 LOUISIANA ST, BLDG 119, NEAR THE MAIN GATE.
Section I

Miscellaneous Information

Following is an example of a military clause. A military clause is an option included in residential lease agreements which allows a tenant currently serving in the military to break his or her lease without forfeiture of security deposit or breach of contract penalties in the event of an official military transfer or 90+ day deployment. Before entering into a lease agreement, be sure the lease has a military clause.

**MILITARY CLAUSE**

This is a written addendum and attachment to the Lease Agreement dated ________________, for the occupancy of the premises at ________________, City of _______________________.

The following military provision is incorporated as part of and is an additional condition to the attached Lease Agreement:

This Military Clause is executed with the expressed understanding by the landlord that the tenant ________________________________ is on active duty with the Armed Forces of the United States and shall have the right to terminate this Lease Agreement at any time during its term by giving written notice in accordance with existing lease terms to the Landlord if any of the following conditions occur:

I. Tenant receives valid military orders permanently transferring him or her from Grand Forks AFB, ND.
2. Tenant received valid military orders requiring him or her to go on temporary duty (TDY) for 90 days or more away from Grand Forks AFB.

3. Tenant should die or be reported in a missing status as defined by 37 U.S.C. Sec 5.51, during the term of this lease, the spouse of the deceased or missing person or the Executor or Personal Representative may terminate this lease upon 30 days written notice. This right of termination must be exercised, if at all, within 30 days of death or missing status report.

IN WITNESS WHEREOF, WE HAVE THIS_______DAY OF____________, 20____,

________________________
LANDLORD’S SIGNATURE

________________________
TENANT’S SIGNATURE

2014 BAH Rates

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## INSPECTION CHECK-OFF SHEET OF PRIVATE RENTAL

Date: __________________________

Address: ________________________________

Furnished ____  Unfurnished ______

### Condition of Structure and Furnishing

(Indicate by check mark)

### Inventory & Condition of Furniture

(list furniture and indicate condition by check mark)

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Signature of Tenant __________________________

Signature of Landlord __________________________
# BUDGET SHEET

## HOW MUCH RENT CAN I AFFORD?

### MONTHLY INCOME

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<td>Hazardous Duty Pay</td>
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Total: _______________________

### MONTHLY EXPENSES

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<tr>
<td>Entertainment</td>
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<td>Charity</td>
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<td>Household Supplies</td>
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<td>Education</td>
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<td>Health &amp; Dental Care</td>
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<td>Personal (Haircuts, etc…)</td>
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<td>Furniture</td>
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<td>Savings</td>
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<td>Taxes (Federal, State, County, City)</td>
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<td>Transportation &amp; Auto Expenses</td>
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<td>Alimony &amp; Child Support</td>
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<td>Maintenance &amp; Repairs</td>
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<tr>
<td>Utilities (Telephone, Gas, Electricity, Water, Sewage, Oil, Etc…)</td>
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Other: _______________________

Sub Total: _______________________

Rent: _______________________

24
NOTICE OF TERMINATION OF APARTMENT RENTAL

I hereby tender notice, dated___________________________, of intent to terminate rental of property located at ______________________________ effective________________________ (not less than 30 days notice). I understand that I am responsible for rent on the above unit as specified in the lease.

My forwarding address is: ______________________________

__________________________________________________________

Signed ______________________________

Telephone ______________________________

Manager ______________________________

Date ______________________________