

**AFFIDAVIT OF FLAT FEE FOR FOOD AND SHELTER
WITHIN A PRIVATE HOUSEHOLD**

IN THE MATTER OF:

Claimant: _____; SSN: _____

FOR SUPPLEMENTAL SECURITY INCOME BENEFITS

AGREEMENT:

Pursuant to POMS SI 00835.120, this rental agreement ("the Agreement") documents the flat fee rental liability between _____, as LANDLORD ("the Landlord"), and _____ as GUARDIAN for _____, as RENTER ("the Renter"), for food and shelter at _____, which is a private household.

The Renter shall pay the Landlord a flat fee of \$____.00 per month for room and board (food and shelter). This rental liability shall be considered continuous from the date subscribed below.

Exclusive Use: Renter shall have the right to exclusive use of:

As used in this Agreement, the term "flat fee" is intended to be a form of rental liability that is a variation of separate room rental within a private dwelling pursuant to POMS SI 00835.120A.5. "With flat fee, the individual maintains a separate household from the landlord and pays a flat rate for food and shelter."

LANDLORD & GUARDIAN'S AFFIRMATIONS:

I, _____, having been duly sworn, depose and say:

1. I reside at _____.
2. Pursuant to the order of the _____ Circuit Court, Commonwealth of Virginia, dated _____, I was appointed Guardian over the Renter, who is my adult disabled child.
3. I provide food and shelter for the Renter at the above address for a flat fee of \$____.00 per month pursuant to this Agreement.
4. I consider my household to be separate from the Renter's household.
5. I am the Renter's Guardian and Representative Payee and, as such, there is no situation in which it would be possible for the Renter to stop paying me rent because I am solely responsible for the management of the Renter's finances.
6. I would charge the same amount per month for any nonrelatives who rented a room from me under a similar business arrangement.
7. The Renter has no equity or property interest in my home.
8. The Renter does not participate in any decisions regarding home repairs, improvements, and other aspects of daily living.
9. The Renter has NO responsibility for any bills connected with the operation of the residence and the Renter's name appears on NO bills as a responsible party.
10. We do not "pool" our funds for any household expenses.

AFFIRMED: _____ Date: __/__/2019
_____, as LANDLORD

AFFIRMED: _____ Date: __/__/2019
_____, as GUARDIAN

Commonwealth of Virginia
City/County of: _____

The foregoing document was subscribed and sworn before me, the undersigned notary public, on this ____ day of _____, 2019, by _____ who was proved to me through satisfactory evidence of identification to be the person whose name is signed on it, and who swore an oath before me affirming that the statements contained in it are true and correct to the best of her knowledge, and who acknowledged to me that it was signed voluntarily for its stated purpose.

Notary Public

Notary registration number: _____

My commission expires: _____

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