

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

IN THE MATTER OF:

Claimant: \_\_\_\_\_; SSN: \_\_\_\_\_

FOR SUPPLEMENTAL SECURITY INCOME BENEFITS

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**RENTAL 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 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. The Landlord and the Renter each have a separate right to terminate this Agreement 30 days after providing written notice of their intent to do so.

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.”

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**LANDLORD’S AFFIRMATIONS:**

I, \_\_\_\_\_, having been duly sworn, depose and say:

1. I reside at \_\_\_\_\_.
2. I provide food and shelter for my adult disabled child, the Renter, at the above address for a flat fee of \$\_\_\_\_.00 per month pursuant to this Agreement.
3. I consider my household to be separate from the Renter’s household.
4. If the Renter stops paying rent, I will ask the Renter to move out and will continue to hold the Renter responsible for back rent owed to me (if any).
5. I would charge the same amount per month for any nonrelatives who rented a room from me under a similar business arrangement.
6. The Renter has no equity or property interest in my home.
7. The Renter does not participate in any decisions regarding home repairs, improvements, and other aspects of daily living.
8. 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.
9. We do not "pool" our funds for any household expenses.

AFFIRMED: \_\_\_\_\_  
Landlord

Date: \_\_/\_\_/2019

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**RENTER'S AFFIRMATIONS:**

I, \_\_\_\_\_, having been duly sworn, depose and say:

1. I reside at \_\_\_\_\_.
2. The Landlord provides food and shelter for me at the above address for a flat fee of \$\_\_\_\_.00 per month pursuant to this Agreement.
3. I consider my household to be separate from the Landlord's household.
4. I understand that if I stop paying rent, I will be asked to move out and will be responsible for back rent owed by me (if any).
5. I have no equity or property interest in the residence.
6. I do not participate in any decisions regarding home repairs, improvements, and other aspects of daily living.
7. I have NO responsibility for any bills connected with the operation of the residence and my name appears on NO bills as a responsible party.
8. We do not "pool" our funds for any household expenses.

AFFIRMED: \_\_\_\_\_  
Renter

Date: \_\_/\_\_/2019

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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 \_\_\_\_\_ and \_\_\_\_\_, who were proved to me through satisfactory evidence of identification to be the persons whose names are 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 their knowledge, and who acknowledged to me that it was signed voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Prepared by: Matthew Bellinger, Esq.  
BeneCounsel, Inc.  
www.benecounsel.com