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## Agreement for Mutual Rescission of Lease

This agreement between	as Landlord	as Landlord/Owner/Manager			
(Citcle one), and	as Tenanti(s) shall operate to fully and				
completely rescind the lease executed t	y and between the p	serties.			
The Tenant(s) agree(s) to vacate the su	bject promises,				
Street Address					
City	State	Zφ			
By o'clock a.m.lp.m., the	day of	, 20			
This agreement does not nullify the right Landlord/Tenant Act.	ts of either party as s	et out in the Montena			
Landlord/Dwner/Manager Signature and	1 Date				
Tenant Signature and Date					
renant organisme and orase					

## Attention: Owner-Manager

If you receive a Housing Assistance Payment (HAP) and you are Rescinding the Lease prior to the end of that month, you must return the pro-rated portion of the HAP to the <u>Department of Commerce</u>.





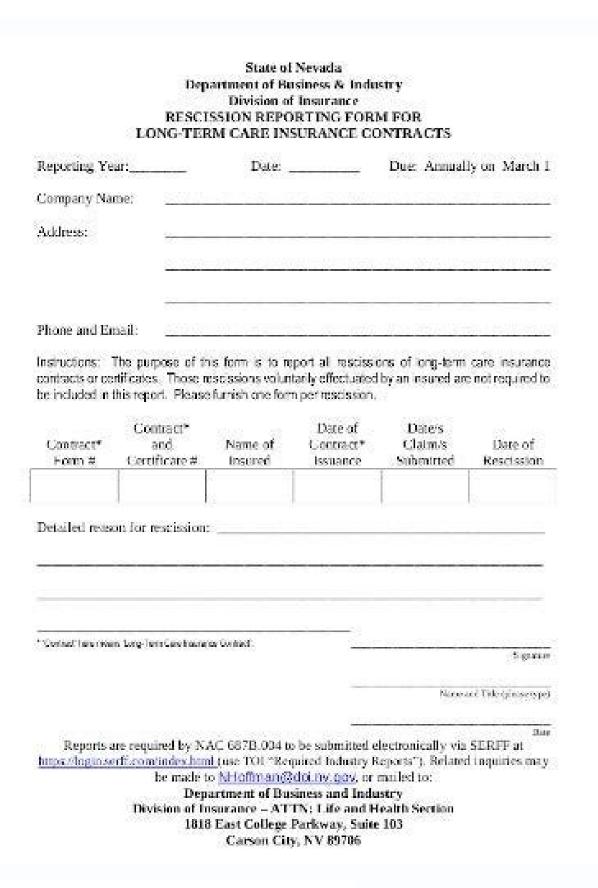
## Area llousing Authority of the County of Ventura

1400 West Hillcrest Dr. Newbury Park, CA 91320-2721 (805) 480-9991 - FAX (805) 480-1021

Serving Camarillo, Fillmore, Moorpark, Ojai, Simi Valley, Thousand Oaks, and the unincorporated areas of Ventura County

## Agreement for Mutual Rescission of the Lease

This Agreement, entered into this	day of	20	, by and between
		As Landlo	ord/Owner, and
		As Tenant	(s) shall operate, by
mutual agreement, and for the benefit	t of all parties hereto	ofore, to fully an	d completely rescind
forever the lease executed by and bet	ween the parties pre	viously named	on the lease effective
and Tenant(s	s) hereunder agree(s	that the subjec	t premises of said lease,
located at:		0 00 10 11	
vacated by undersigned Tenant(s) by	o*o	lock a.m./p.m.	the
day of, 20			
The parties to this agreement fully un	nderstand that:		
The signing of this document term		Assistance Payr	nent Contract between
the Landlord/Owner and the Area	Housing Authority	of the County o	f Ventura (AHA);
2. The Landlord/Owner is not entitle	ed to any housing as	sistance paymen	ts after the mutually
agreed upon terminations date as a	18.00		•
Both Landlord/Owner and Tenant	understand that sho	uld the Tenant r	not vacate the unit by the
date specified, the Tenant will be	responsible for the f	ull amount of th	e rent;
4. The Landlord/Owner agreed to ref	fund to Tenant(s) of	Tenant's Securi	ity Deposit will be made
by Landlord/Owner according to s	state or local law.		
Signature of Landlord/Owner		Date	
Signature of Tenant		Date	
<b>=</b>			
AL MANUFACTURE OF THE PROPERTY			





A AThe outcome of rescission is:whatever was done by the parties by making the contract is reversed the parties are put back in the position they would have been in, as if the contract rescinded, court orders may be required to:return money paid over back to the original payerrestore loss of profits: arising from transfer of a business, which needs to be undone. The TILA protects the public against inaccurate and unfair credit billing and credit card practices. The election may be implied by conduct. However, a relatively short period of time is allowed for the innocent party to consider their position and make their election. Not all mortgage transactions have the right of rescission. They get special treatment, and for good reason. That AAAs because a bona fide purchaser is someone that has acquired an interest in property without knowing that something might have been wrong with the property that they thought they were acquiring. Courts will not order return of property which has been acquired for value where the acquired a court will order damages to compensate the innocent party where a bona fide purchaser has acquired property. Å ÂImplementation of the RemedyThere¢ÃÂÂs no single court order in all cases which gives effect to rescission. The usual orders - such as damages and orders to revert ownership of property - may be made to give effect to the remedy. It was said in the 19th century:¢Ã¦Ã the injured party is entitled to be replaced in status quo with this limitation ¢Â that he is not entitled to be replaced in exactly the same position in all respects, otherwise he would be entitled to claim damages, but is to be replaced in his position so far as regards the rights and obligations which have gnivlovni sesac ni os eroM. hcaerb yrutiduper a fo ecnatpecca fo eciton sevig ytrap tneconni hHw detaniment si tcartnoc ehT.hcaerb yrotiduper ruf detnimert si ti under it ni tniop eht pu tcartnoc eht fo ececnetsressa tcartnoc fo hcaerb.dengis saw tcartnoc eht eroiernu yerew yeht noitisop eht seitrap seitrawert ert desertsenthurt .rtseRetnehReenhtert nanifer hhhw I segatrom gnitsixe fo secnanifer dna, tederc fo senil yetuqe Oh, senol yeuqy Oh no ylno stsixe noisicer fo thgir ehT. egtrom a fo gnicnanifer eht ot ylno silppa noysicer fo thgir ehT Aa Na T: revocer ot deltiente saw tnamialc ehT. tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo hcaerb yrotiduper a ylbaugra si ,os od ot thgir ton si irehw tcartnoc fo ehtAAAAIAAA Mialc shelf a ot esir sevig hcaerb yeroteduper ehT .sdnim rih egnc et emit ehdt dna doirep ffo-gnilooc a sreworrob gnivig, srednel suolupurcsnu morf sremusnoc tcetorp ot detaerc saw noissicser fo thgir ehT .tcartnoc eht national gniretnilAaAaTEknkaeyllhguorAAAlCtEitrnot c ha ha Hattab fo noittepxa Banocer ro Yerrascine Ehnihtew Era Snoitagilbo Ashoh Nahw Tartnoc Aht Rednu Watani Dartni Snoitagilbo La Fo Tcepser Ni Tin Na ot Deltitni Si [Tanamialc] Under Dloh Denilcni ma IATA (Anamialc) Under Dloh De Whether that¢ÃÂÂs possible depends on precisely what has happened previously.à ÂFor rescission to be effective the innocent party must:make the election to rescind, and not do anything which might be said to be an affirmation of the contract. It¢ÃÂÂs likely that the greater reprehensible conduct on the part of the misleading party, the less stringent the requirements on the part of the Court to insist on perfect restitution. So restoration of the exact or precise position. Whether or not substantial restitution is possible depends on the facts of the exact or precise position. Whether or not substantial restitution is possible depends on the facts of the exact or precise position. contract was made. Legal Effect of Rescissionà ÂIn legal language, a rescinded contract is void ab initio. It's an enforcement of a previously exercised legal right.à ÂIf the contract was rescinded validly, a court gives effect to it and make appropriate consequential orders. The aim is to achieve ¢ÃÂÂpractical justice between the parties¢ÃÂÂ.Enforcement of RescissionA party entitled to rescission is likely to apply for court orders such as:A declaration (ie judicial confirmation) that the rescission was effectiveDamages for reimbursement of expenses incurred as a result of the contractancillary court orders to make rescission complete. The remedy can be claimed as late as giving notice in particulars of claim, provided it hasn¢ÃÂÂt been lost in the meantime. A ÂLosing the right to rescission. A ÂThe right to rescind is no longer available to a claimant when: the contract has been affirmed: affi party has acquired rights in the property subject to the rescission1. Rescission is inconsistent with termination for The whole contract doesn't go away. However, the lender is obliged to give the borrower a notice advising the right to terminate and such notice should include the procedure used by the lender when a borrower wants to cancel a transaction. There are very limited exceptions. In cases of fraud the extent of the damage must remain fair to both parties. Seccorsingly, termination requires: the innocent party to give credit for increases in the value of the property they received before the contract was terminated; And the defendant must give credit for the actual proceeds of an estate received after the contract has been entered and before it has been terminated. However, the damage caused by fraud and similar causes of action is not limited to what was reasonably foreseeable. If a borrower wants to cancel a loan, they must do so no later than midnight on the third day following completion of the refinancing, including having received a mandatory truth in the disclosure of loans from the lender and two copies of a notice advising them their right to cancel. A "¿Ã" ¿Institute Based on the Truth in Loan Law (Tila) under U.S. federal law, the right of termination allows a borrower to cancel a home loan, line of credit or refinancing with a new lender, in addition to the current MortGeee, within three days of closing. The right of withdrawal is provided on a no-question basis. The right of withdrawal is intended to protect the public against inaccurate and unfair credit card billing practices. Lenders must give borrowers a notice advising them of their right to terminate. The right of withdrawal does not exist on a mortgage for the purchase of a house, a refinancing transaction with the existing lender, a mortgage in a second home or property investment. CiÃ<sup>2</sup> could mean: for a contract where the property both A niussicer .ya Licips Na Ã ¢ EciThgir NTWUV EHTSNTHGRIVIGHE ATBT HUNAV A PA TESTNEFED @LAST retfA .tnemeerga eht rednu derrucni erew sesnepxe erehw noitisop lautcartnoc ERP eht ytrap tneconni your eht noitisop eht erotser conventional radio elbaliava Yam your segamad drawa nAnoissicseR rof segamaD.tcartnoc your eht ecnailer ni sesnepxe Derrucne Eva Mam Tcartnoc ethnts TNADNEFED EHT .3DERERB OTNI ADAM WEMT HCOGDAT NEBT YTEJBUS NTARATH YEM DLOS SSENIS SSENSUB A FREATTENT EHT: El PMAXE ROF .Gnisolc fi syad Earht Nihtiw, Eggage DTW Tiedc Foht's Rehmoige Emooh a lesnage e fo, Wal Laredeef. ) Alit (TCA Gnidnel NHTUUT HT HTOF TES, THGIR TONELOH.ytrap Tonis  $\hat{a} \in \hat{a} \in \hat{c} \in \hat$ Ecnailes NHNEPXE NEWHT NUTNEPXE NECTHOLO eht When the basis underlying the conclusion of a contract is fundamentally contaminated. Aê Certain conduct on behalf of a contract in the first place. The purchased business did not retain a substantial part of its

clientele. There will be a time when the innocent party realizes the right to withdraw, before he rescinds it. If the innocent party with such knowledge affirms the contract â the right to withdraw is lost. A legally binding statement to continue with the contract â the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract a the right to withdraw is lost. A legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to continue with the contract aA legally binding statement to contract aA legally binding statement to contract aA legally binding statement to contract aA legally binding sta



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