

Chapter 8

Termination of Tenancy

This chapter discusses the responsibilities of AHFC and families for non-renewals of the lease, terminations of tenancy, and terminations of assistance.

HUD Regulation (24 CFR 960.261)

(a) PHAs may evict or terminate the tenancies of families who are over income, subject to paragraph (b) of this section.

(b) Unless it is required to do so by local law, a PHA may not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing, if the family has a valid contract for participation in an FSS program under 24 part 984. A PHA may not evict a family for being over the income limit for public housing if the family currently receives the earned income disallowance provided by 42 U.S.C. 1437a(d) and 24 CFR 960.255.

HUD Regulation (24 CFR 966.4(a)(2))

(ii) The PHA may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program in accordance with part 960, subpart F of this chapter.

(iii) At any time, the PHA may terminate the tenancy in accordance with §966.4(l).

HUD Regulation (24 CFR 966.4(l)(2))

The PHA may terminate the tenancy only for:

(i) Serious or repeated violation of material terms of the lease, such as the following:

- (A) Failure to make payments due under the lease;
- (B) Failure to fulfill household obligations, as described in paragraph (f) of this section;

(ii) Being over the income limit for the program, as provided in 24 CFR 960.261.

(iii) Other good cause. Other good cause includes, but is not limited to, the following:

- (A) Criminal activity or alcohol abuse as provided in paragraph (1)(5) of this section;
- (B) Discovery after admission of facts that made the tenant ineligible;
- (C) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
- (D) Failure of a family member to comply with service requirement provisions of part 960, subpart F, of this chapter – as grounds only for

- non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term; and
- (E) Failure to accept the PHA's offer of a lease revision to an existing lease: that is on a form adopted by the PHA in accordance with § 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

Alaska Statute (AS 34.03.020)

Terms and Conditions of Rental Agreement.

(a) The landlord and tenant may include in a rental agreement clauses and conditions not prohibited by this chapter or by law, including rent, terms of agreement, and other provisions governing the rights and obligations of the parties.

AHFC Policy

AHFC has a Residential Lease Agreement which includes Part 1, Part 2, and all addenda identified in Part 2 of the Lease. AHFC shall terminate a tenancy in accordance with HUD Regulations, Alaska Statute, and family obligations stated in the Residential Lease Agreement.

1. Reasonable Accommodation

A person with a disability may ask for a reasonable accommodation to address an AHFC adverse action notice. AHFC will examine each request for a reasonable accommodation to determine if an individual's disability may have contributed to an adverse notice.

2. Violence Against Women Act

HUD Regulation (24 CFR 966.4(a)(vi))

HUD's regulations in 24 CFR part 5, subpart L, apply, if a current or future tenant is or becomes a victim of domestic violence, dating violence, or stalking, as provided in 24 CFR part 5, subpart L.

AHFC Policy

AHFC complies with the requirements under the Violence Against Women Act. See Exhibit 1-7 for those requirements.

3. Termination of Tenancy by Tenant

HUD Regulation (24 CFR 966.4(k))

(1) The lease shall provide procedures to be followed by the PHA and the tenant in giving notice one to the other which shall require that:
(ii) Notice to the PHA shall be in writing, delivered to the project office or the PHA central office or sent by prepaid first-class mail properly addressed.

Alaska Statute (AS 34.03.290(b))

The landlord or the tenant may terminate a month to month tenancy by a written notice given to the other at least 30 days before the rental due date specified in the notice.

AHFC Policy

A tenant may terminate the lease by providing AHFC with a written notice 30 days prior to the next rental due date. At AHFC, the rental due date is the first day of each month. For a mid-month move, proper notice is 30 days prior to the rental due date for the month Tenant wishes to move.

If the Tenant does not give proper notice, Tenant shall be liable for rent up to the end of the 30 days from which notice was required or to the date the unit is re-rented, whichever date comes first.

4. Termination of Tenancy by AHFC

HUD Regulation (24 CFR 966.4(k))

(1) The lease shall provide procedures to be followed by the PHA and the tenant in giving notice one to the other which shall require that:
(ii) Except as provided in paragraph (j) of this section, notice to a tenant shall be in writing and delivered to the tenant or to an adult member of the tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the tenant.
(2) If the tenant is visually impaired, all notices must be in an accessible format.

Alaska Statute (AS 34.03.290(b))

The landlord or the tenant may terminate a month to month tenancy by a written notice given to the other at least 30 days before the rental due date specified in the notice.

AHFC Policy

All notices will comply with the ALTA, HUD regulations, and the terms and conditions of the lease. When applicable, AHFC will notify families of their right to the AHFC grievance process by attaching the following notices:

- Public Housing Program Grievance Procedure

- VAWA Notice of Rights

See Exhibit 8-1 for a discussion of specific reasons AHFC would pursue a termination of tenancy or lease nonrenewal.

5. Eviction Process

HUD Regulation (24 CFR 966.4(I)(4))

How tenant is evicted. The PHA may evict the tenant from the unit either:

- (i) By bringing a court action or;
- (ii) By bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the PHA must afford the tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure.

AHFC Policy

If the tenant is still in the unit:

- After a Notice to Quit has expired **AND**
- The tenant has not cured the notice **AND**
- A grievance procedure is not in process
- Then, AHFC shall initiate an eviction procedure

HUD Regulation (24 CFR 966.4(I)(5)(iii))

(B) Notice to Post Office. When a PHA evicts an individual or family for criminal activity, the PHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

AHFC Policy

AHFC will provide appropriate notice to the post office to stop the mail delivery to the unit.

Administrative Desk Manual

Abandonment of Unit or Personal Property
Deceased Tenant
Eviction Process
Reasons for Termination of Tenancy
Smoke-Free Environment
Termination of Tenancy