

## **Chapter 8**

### **Termination of Tenancy**

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

#### **HUD Regulation - 24 CFR 880.504(e)**

Termination of assistance for failure to submit evidence of citizenship or eligible immigration status. If an owner who is subject to paragraphs (a) and (b) of this section is required to terminate housing assistance payments for the family in accordance with 24 CFR part 5 because the owner determines that the entire family does not have U.S. citizenship or eligible immigration status, the owner may allow continued occupancy of the unit by the family without Section 8 assistance following the termination of assistance, or if the family constitutes a mixed family, as defined in 24 CFR part 5, the owner shall comply with the provisions of 24 CFR part 5 concerning assistance to mixed families, and deferral of termination of assistance.

#### **HUD Regulation - 24 CFR 880.601(b)**

Management and maintenance. The owner is responsible for all management functions, including determining eligibility of applicants, selection of tenants, reexamination and verification of family income and composition, determination of family rent (total tenant payment, tenant rent and utility reimbursement), collection of rent, termination of tenancy and eviction, and performance of all repair and maintenance functions (including ordinary and extraordinary maintenance), and replacement of capital items. (See part 5 of this title.) All functions must be performed in accordance with applicable equal opportunity requirements.

#### **HUD Regulation - 24 CFR 880.607**

(a) The provisions of this section apply to all decisions by an owner to terminate the tenancy of a family residing in a unit under Contract during or at the end of the family's lease term.

(b) Entitlement of Families to occupancy – (1) Grounds. The owner may not terminate any tenancy except upon the following grounds:

- (i) Material noncompliance with the lease;
- (ii) Material failure to carry out obligations under any State landlord and tenant act;
- (iii) Criminal activity by a covered person in accordance with sections 5.858 and 5.859, or alcohol abuse by a covered person in accordance with section 5.860. If necessary, criminal records can be obtained for lease enforcement purposes under section 5.903(d)(3).

(iv) Other good cause, which may include the refusal of a family to accept an approved modified lease form (see paragraph (d) of this section). No termination by an owner will be valid to the extent it is based upon a lease or a provisions of State law permitting termination of a tenancy solely because of expiration of an initial or subsequent renewal term. All terminations must also be in accordance with the provisions of any State and local landlord tenant law and paragraph (c) of this section.

**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 HUD Model Lease for Subsidized Programs which includes the Lease and House Rules. AHFC shall terminate a tenancy in accordance with HUD Regulations, Alaska Statute, and family obligations stated in the Lease.

**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 880.504(f)<sup>1</sup>**

Protections for victims of domestic violence, dating violence, sexual assault, or stalking. The regulations of 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), apply to this section.

**AHFC Policy**

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

<sup>1</sup> Revised in the *Federal Register*, November 17, 2016, Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs; Docket No. FR-5720-F-01.

### 3. Termination of Tenancy by Tenant

**HUD Regulation - 24 CFR 880.606**

The lease may, or in the case of a lease for a term of more than one year must, contain a provision permitting termination on 30 days advance written notice by the family.

**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 880.607(c)**

(1) The owner must give the family a written notice of any proposed termination of tenancy, stating the grounds and that the tenancy is terminated on a specified date and advising the family that it has an opportunity to respond to the owner.  
(2) When a termination notice is issued for other good cause (paragraph (b)(1)(iv) of this section), the notice will be effective, and it will so state, at the end of a term and in accordance with the termination provisions of the lease, but in no case earlier than 30 days after receipt by the family of the notice. Where the termination notice is based on material noncompliance with the lease or material failure to carry out obligations under a State landlord and tenant act pursuant to paragraph (b)(1)(i) or (b)(1)(ii) of this section, the time of service must be in accord with the lease and State law.

**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 HUD regulations, Alaska Statutes, 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:

- S8N Multifamily Housing Program Tenant Administrative Review
- 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 880.607(c)(3)**

In any judicial action instituted to evict the family, the owner may not rely on any grounds which are different from the reasons set forth in the notice.

### **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.

## **Administrative Desk Manual**

Eviction Process

Termination of Tenancy