

Exhibit 8-1

Reasons for Termination of Tenancy

This chapter discusses the reasons AHFC may pursue non-renewals of the lease, terminations of tenancy, and terminations of assistance.

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)

Subpart L of 24 CFR part 5 applies to selection of tenants and occupancy requirements in cases where there is involved or claimed to be involved incidents of, or criminal activity related to, domestic violence, dating violence, or stalking.

AHFC Policy

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

3. Abandonment

Alaska Statute - AS 34.03.230

- (a) When the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days as required in AS 34.03.150 and the tenant willfully fails to do so, the landlord may recover an amount not to exceed one and one-half times the actual damages.
- (b) During an absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary as provided in AS 34.03.140. The landlord may reenter the dwelling unit and, if there is evidence that the tenant has abandoned the dwelling unit, unless the landlord and tenant have made a specific agreement to the contrary, the landlord may terminate the rental agreement.
- (c) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental value. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the agreement is considered terminated on the date the new tenancy begins. The rental agreement

is considered terminated by the landlord on the date the landlord has notice of the abandonment if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental value or if the landlord accepts the abandonment as a surrender. If the tenancy is from month to month, or week to week, the term of the rental agreement for purposes of this section shall be considered a month or a week, as the case may be.

Alaska Statute - AS 34.03.360

(1) "abandonment" means that the tenant has left the dwelling unit and the tenant's personal belongings in it and has been absent for a continuous period of seven days or longer without giving notice under AS 34.03.150 and has defaulted in the payment of rent;

AHFC Policy

AHFC will follow Alaska Statutes and AHFC guidelines when a tenant abandons a unit.

3.A Abandoned Personal Property

Alaska Statute - AS 34.03.260

(a) Except as otherwise agreed, if, upon termination of a tenancy including but not limited to a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property upon the premises, and the landlord reasonably believes that the tenant has abandoned this personal property, the landlord may

- (1) give notice to the tenant demanding that the property be removed within the dates set out in the notice but not less than 15 days after delivery or mailing of the notice, and that if the property is not removed within the time specified, the property may be sold; if the property is not removed within the time specified in the notice, the landlord may sell the property at a public sale; the landlord may dispose of perishable commodities in any manner the landlord considers fit;
- (2) if the tenant has left personal property that is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a public sale would probably exceed the amount that would be realized from the sale, the landlord may notify the tenant that the property be removed within the date specified in the notice but not less than 15 days after delivery or mailing of the notice, and that if the property is not removed within the time specified, the landlord intends to destroy or otherwise dispose of the property; if the property is not removed within the time specified in the notice, the landlord may destroy or otherwise dispose of the property; in the notice, the landlord shall indicate an election to sell certain items of the tenant's personal property at public sale and to destroy or otherwise dispose of the remainder.

(b) After notice as provided in (a) of this section, the landlord shall store all personal property of the tenant in a place of safekeeping and shall exercise reasonable care of the property, but is not responsible to the tenant for loss not caused by the landlord's deliberate or negligent act. The landlord may elect to store the property on the premises previously demised, in which event the storage cost may not exceed the fair rental value of the premises. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for the storage and removal from the premises to the place of storage.

(c) After landlord's notice under (a) of this section, or otherwise, if the tenant makes timely response in writing of an intention to remove the personal property from the premises and does not do so within the time specified in the landlord's notice or within 15 days of the delivery or mailing of the tenant's written response whichever is later, it shall be conclusively presumed that the tenant has abandoned the property. If the tenant removes the property after notice, the landlord is entitled to the cost of storage for the period the property has remained in the landlord's safekeeping.

(d) The landlord is not liable in damages in an action by a tenant claiming loss by reason of the landlord's storage, destruction, or disposition of property under this section. A landlord who deliberately or negligently violates the provisions of this section is liable for actual damages and penal damages of an amount not to exceed actual damages.

(e) A public sale authorized under this section shall be conducted under AS 09.35.140. The landlord may dispose of any property upon which no bid is made at the public sale.

AHFC Policy

Any personal property that has been determined to be abandoned in an AHFC unit shall be inventoried.

- AHFC will notify the tenant in writing and provide 15 calendar days for the tenant to remove the property.
- AHFC shall dispose of perishable items subject to spoilage upon discovery.
- AHFC shall secure the tenant's personal property in the unit, at a location at the development, or in a rental storage facility. AHFC shall determine the best method for securing the property.
- The tenant shall be responsible for any storage fees accrued.

4. Absence from the Unit

Alaska Statute - AS 34.03.150

Unless otherwise agreed, the tenant shall occupy the dwelling unit only as a dwelling unit. The rental agreement shall require that the tenant notify the landlord of an anticipated extended absence from the premises in excess of seven

days; however, the notice shall be given as soon as reasonably possible after the tenant knows the absence will exceed seven days.

AHFC Policy

The House Rules specifies the conditions and time periods under which tenants may be absent from the unit. Absence from the unit without prior approval from AHFC shall constitute a serious violation of the lease. See Exhibit 6-1.

5. Damages to the Unit

HUD Regulation - 24 CFR 880.607(b)(3)

Material noncompliance. (i) Material noncompliance with the lease includes:
(A) One or more substantial violations of the lease; or
(B) Repeated minor violations of the lease that disrupt the livability of the building; adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities; interfere with the management of the building or have an adverse financial effect on the building.

Alaska Statute - AS 34.03.120(a)

The tenant

- (1) shall keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premises permit;
- (2) shall dispose all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner;
- (3) shall keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (4) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances including elevators in the premises;
- (5) may not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any person to do so;

Alaska Statute - AS 34.03.220(a)

- (a) Except as provided in this chapter,
 - (1) if the tenant or someone in the tenant's control deliberately inflicts substantial damage to the premises in breach of AS 34.03.120(a)(5), the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.105 specifying the act constituting the breach and specifying that the rental agreement will terminate upon a date that is not less than 24 hours after service of the notice; for purposes of this paragraph, damage to premises is "substantial" if the loss, destruction, or defacement of property attributable to the deliberate infliction of damage to the premises exceeds \$400;

(2) if there is a material noncompliance by the tenant with the rental agreement, or if there is noncompliance with AS 34.03.120 , other than deliberate infliction of substantial damage to the premises or other than noncompliance as to a utility service for which the provisions of (e) of this section apply, materially affecting health and safety, the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.110 specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 10 days after service of the notice; if the breach is not remedied, the rental agreement terminates as provided in the notice subject to the provisions of this section; if the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate;

AHFC Policy

If AHFC determines that the tenant or someone in the tenant's control deliberately inflicted substantial damages to the premises, this is a serious and material violation of the Lease.

6. Death

AHFC will follow Alaska Statutes and AHFC guidelines when a person who is the sole occupant of an AHFC unit dies.

7. Entry To the Unit

HUD Regulation - 24 CFR 5.705

Any entity responsible for conducting a physical inspection of HUD housing, to determine compliance with this subpart, must inspect such HUD housing annually in accordance with HUD-prescribed physical inspection procedures.

Alaska Statute - AS 34.03.120(a)(8)

(a) The tenant

(8) may not, except in an emergency when the landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the premises without first securing the written agreement of the landlord and, immediately after changing the locks, providing the landlord a set of keys to all doors for which locks have been changed; in an emergency, the tenant may change the locks and shall, within five days, provide the landlord a set of keys to all doors for which locks have been changed and written notice of the change;

Alaska Statute - AS 34.03.140

(a) The tenant may not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed

repairs, decorations, alterations, or improvements, supply necessary or agreed services, remove personal property belonging to the landlord that is not covered by a written rental agreement, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(b) The landlord may enter the dwelling unit without the consent of the tenant in the case of emergency.

Alaska Statute - AS 34.03.300(a)

If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover an amount not to exceed the actual damages or one month's periodic rent, whichever is greater. If the landlord terminates the rental agreement, the landlord shall give written notice to the tenant at least 10 days before the date specified in the notice.

AHFC Policy

AHFC will provide written notice to the tenant when requesting entry to the unit. A tenant's repeated failure to allow entry to the unit is considered a serious violation of the lease.

8. Examinations

HUD Regulation - 24 CFR 880.603(c)

(1) Regular reexaminations. The owner must reexamine the income and composition of all families at least every 12 months.

(2) Interim reexaminations. The family must comply with provisions in its lease regarding interim reporting of changes in income. If the owner receives information concerning a change in the family's income or other circumstances between regularly scheduled reexaminations, the owner must consult with the family and make any adjustments determined to be appropriate.

HUD Regulation - 24 CFR 880.607(b)(3)

Material noncompliance. (ii) Failure of the family to timely submit all required information on family income and composition, including failure to submit required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5), failure to disclose and verify Social Security Numbers (as provided by 24 CFR part 5), failure to sign and submit consent forms (as provided by 24 CFR part 5), or knowingly providing incomplete or inaccurate information, shall constitute a substantial violation of the lease.

Alaska Statute - 34.03.220(a)(2)

If there is a material noncompliance by the tenant with the rental agreement, or if there is noncompliance with AS 34.03.120 , other than deliberate infliction of

substantial damage to the premises or other than noncompliance as to a utility service for which the provisions of (e) of this section apply, materially affecting health and safety, the landlord may deliver a written notice to quit to the tenant under AS 09.45.100 - 09.45.110 specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than 10 days after service of the notice; if the breach is not remedied, the rental agreement terminates as provided in the notice subject to the provisions of this section; if the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement will not terminate; in the absence of due care by the tenant, if substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least five days written notice to quit specifying the breach and the date of termination of the rental agreement.

AHFC Policy

AHFC specifies the tenant's obligation to participate in the examination process in the HUD Model Lease for Subsidized Programs. Failure to provide required documentation or attend required appointments is considered a serious violation of the lease.

If the family does not comply with examination requirements, the family's rental assistance will end, and the family will be increased to the market rent of the unit.

9. Illegal Activity

HUD Regulation - 24 CFR 880.607(b)

(1) Grounds. The owner may not terminate any tenancy except upon the following grounds:

(i) Material noncompliance with the lease;

(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).

HUD Regulation - 24 CFR 5.851(b)

You are authorized to terminate tenancy of tenants, in accordance with your leases and landlord-tenant law for the programs covered by this part. The provisions of this subpart implement statutory directives that either require or permit you to terminate tenancy under certain circumstances, as provided in 42 U.S.C. 1437f, 1437n, and 13662, in accordance with established standards, as

described in this subpart. You retain authority to terminate tenancy on any basis that is otherwise authorized.

HUD Regulation - 24 CFR 5.858

The lease must provide that drug-related criminal activity engaged in on or near the premises by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for you to terminate tenancy. In addition, the lease must allow you to evict a family when you determine that a household member is illegally using a drug or when you determine that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

HUD Regulation - 24 CFR 5.859

(a) Threat to other residents. The lease must provide that the owner may terminate tenancy for any of the following types of criminal activity by a covered person:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
- (2) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.

(b) Fugitive felon or parole violator. The lease must provide that you may terminate the tenancy during the term of the lease if a tenant is:

- (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (2) Violating a condition of probation or parole imposed under Federal or State law.

HUD Regulation - 24 CFR 5.860

The lease must provide that you may terminate the tenancy if you determine that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Alaska Statute - AS 34.03.120

(a) The tenant

- (9) may not unreasonably engage in conduct, or permit others on the premises to engage in conduct, that results in the imposition of a fee under a municipal ordinance adopted under AS 29.35.125.

(b) The tenant may not knowingly engage at the premises in prostitution, an illegal activity involving a place of prostitution, an illegal activity involving alcoholic beverages, an illegal activity involving gambling or promoting gambling, an illegal activity involving a controlled substance, or an illegal activity involving an imitation controlled substance, or knowingly permit others in the premises to engage in one or more of those activities at the rental premises.

Alaska Statute - AS 34.03.150

Unless otherwise agreed, the tenant shall occupy the dwelling unit only as a dwelling unit.

Alaska Statute - AS 34.03.310(c)

Notwithstanding (a) and (b) of this section, after serving a notice to quit to the tenant under AS 09.45.100 - 09.45.105, a landlord may bring an action for possession if

(3) the tenant is committing waste or a nuisance, or is using the dwelling unit for an illegal purpose or for other than living or dwelling purposes in violation of the rental agreement;

AHFC Policy

Tenants engaging in illegal activities in the unit or using the dwelling for purposes other than as the sole dwelling unit for the family shall be considered in violation of the lease. Violations cited above are a serious violation of the lease.

10. Material Noncompliance

HUD Regulation - 24 CFR 880.607.4(b)

(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;

(3) Material noncompliance. (i) Material noncompliance with the lease includes:
(A) One or more substantial violations of the lease; or
(B) Repeated minor violations of the lease that disrupt the livability of the building; adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities; interfere with the management of the building or have an adverse financial effect on the building.

Alaska Statute - AS 34.03.020(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.

Alaska Statute - AS 34.03.120(a)

The tenant

- (1) shall keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premises permit;
- (2) shall dispose all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner;
- (3) shall keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (4) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances including elevators in the premises;
- (5) may not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any person to do so;
- (6) may not unreasonably disturb, or permit others on the premises with the tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment of the premises;
- (7) shall maintain smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095 ;
- (8) may not, except in an emergency when the landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the premises without first securing the written agreement of the landlord and, immediately after changing the locks, providing the landlord a set of keys to all doors for which locks have been changed; in an emergency, the tenant may change the locks and shall, within five days, provide the landlord a set of keys to all doors for which locks have been changed and written notice of the change; and
- (9) may not unreasonably engage in conduct, or permit others on the premises to engage in conduct, that results in the imposition of a fee under a municipal ordinance adopted under AS 29.35.125.

Alaska Statute - AS 34.03.130

- (a) A landlord may adopt rules and regulations, which shall be posted prominently on the premises, concerning the tenant's use and occupancy of the premises. A rule or regulation is enforceable against the tenant only if
- (1) its purpose is to promote the convenience, safety, health, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
 - (2) it is reasonably related to the purpose for which it is adopted;
 - (3) it applies to all tenants in the premises in a fair manner;

- (4) it is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;
- (5) it is not for the purpose of evading the obligations of the landlord; and
- (6) the tenant has notice of it at the time the tenant enters into the rental agreement.

(b) A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if reasonable notice of its adoption is given to the tenant and it does not work a substantial modification of the rental agreement.

AHFC Policy

AHFC will provide written notice to a tenant determined to be in violation of S8N Multifamily Housing Program rules, tenant obligations under Alaska Statute, or rules or requirements as listed in the HUD Model Lease for Subsidized Programs. A violation may constitute a serious violation of the lease.

10.A Repeated Negative Behavior

HUD Regulation - 24 CFR 880.607.4(b)

- (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;
- (3) Material noncompliance. (i) Material noncompliance with the lease includes:
- (A) One or more substantial violations of the lease; or
 - (B) Repeated minor violations of the lease that disrupt the livability of the building; adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities; interfere with the management of the building or have an adverse financial effect on the building.

Alaska Statute - AS 34.03.220(a)(2)

In the absence of due care by the tenant, if substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least five days written notice to quit specifying the breach and the date of termination of the rental agreement.

AHFC Policy

AHFC may choose to terminate a tenancy in which the tenant has been previously served a Correctable Notice to Quit if the same behavior is repeated and occurs within the time period specified above.

10.B Unreported or Under-Reported Income¹

PIH Notice 2018-18

Paragraph 16, page 14. Tenant Repayment Agreement. Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family unreported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able to determine retroactive rent for the three years for which documentation is available.

11. Nonpayment

11.A Rent Nonpayment

HUD Regulation - 24 CFR 880.604

The eligible family pays the tenant rent directly to the owner.

HUD Regulation - 24 CFR 880.607(b)

(1) Grounds. The owner may not terminate any tenancy except upon the following grounds:

- (i) Material noncompliance with the lease;
- (3) Material noncompliance. (i) Material noncompliance with the lease includes:
 - (A) One or more substantial violations of the lease; or

¹ Public and Indian Housing Notice 2018-18 issued October 26, 2018. "Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System." This notice remains in effect until amended, superseded, or rescinded.

(B) Repeated minor violations of the lease that disrupt the livability of the building; adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities; interfere with the management of the building or have an adverse financial effect on the building.

Alaska Statute - AS 34.03.020

Terms and Conditions of Rental Agreement.

(b) In the absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(c) Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit. Unless otherwise agreed, rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments. Unless otherwise agreed, rent shall be uniformly apportionable from day to day and shall be paid on the date the periodic tenancy begins and payable on or before the same date of each and every month thereafter until the tenancy terminates.

Alaska Statute - AS 34.03.220(b)

If rent is unpaid when due and the tenant fails to pay rent in full within seven days after written notice by the landlord of nonpayment and the intention to terminate the rental agreement if the rent is not paid within that period of time, the tenancy terminates unless the landlord agrees to allow the tenant to remain in occupancy, and the landlord may terminate the rental agreement and immediately recover possession of the rental unit. Only one written notice of default need be given the tenant by the landlord as to any one default. A landlord who has given written notice to the tenant under this subsection may accept a partial payment of the rent due under the rental agreement and extend the date for the eviction accordingly.

AHFC Policy

In accordance with the HUD Model Lease for Subsidized Programs, tenant rent is due in full on the first calendar day of each month. Rent is late if not paid in full by the close of business on the fifth (5th) day of each month.

11.B Tenant-Paid Utility Nonpayment

HUD Regulation - 24 CFR 880.607.4(b)

(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;

(3) Material noncompliance. (i) Material noncompliance with the lease includes:

- (A) One or more substantial violations of the lease; or
- (B) Repeated minor violations of the lease that disrupt the livability of the building; adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities; interfere with the management of the building or have an adverse financial effect on the building.

Alaska Statute - AS 34.03.220(e)

If a public utility providing electricity, natural gas, or water to the premises occupied by the tenant discontinues the service to the premises due to the failure of the tenant to pay for the utility service, the landlord may deliver a written notice to quit to the tenant advising that, notwithstanding (a) of this section, the tenancy will terminate five days after the landlord's service of the notice. If, within three days from the service of the notice, the tenant reinstates the discontinued service and repays the landlord for any amounts paid by the landlord to reinstate service, and if damage did not occur to the rental unit as a result of the discontinuance of service, the rental agreement will not terminate. However, in the absence of due care by the tenant, if substantially the same act or omission that constituted a prior noncompliance under this subsection for which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least three days' written notice specifying the breach and the date of termination of the rental agreement.

AHFC Policy

AHFC provides a monthly allowance to tenants responsible for paying for a utility service. Tenant failure to maintain a utility service in an adult family member's name is a serious and material violation of the lease.

12. Smoke-Free Environment

HUD Regulations - 24 CFR 880.601(b)

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.

HUD Handbook 4350.3 (Section 6-9)

House rules must:

1. Be related to the safety, care, and cleanliness of the building or the safety and comfort of the tenants;
2. Be compliant with HUD requirements;
3. Not circumvent HUD requirements;
4. Not discriminate against individuals based upon membership in protected class;
5. Be reasonable. Reasonable house rules are within the bounds of common sense. They are not excessive or extreme, and most importantly, they are fair.
6. Comply with state and local requirements.

NOTE: There are no statutory or regulatory provisions governing smoking in assisted housing. HUD assisted properties are required to comply with applicable state and local laws, which would include any laws governing smoking in residential units. Owners are free to adopt reasonable rules that must be related to the safety and habitability of the building and comfort of the tenants.

Alaska Statute - AS 34.03.130(a)

A landlord may adopt rules and regulations, which shall be posted prominently on the premises, concerning the tenant's use and occupancy of the premises. A rule or regulation is enforceable against the tenant only if

- (1) its purpose is to promote the convenience, safety, health, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
- (2) it is reasonably related to the purpose for which it is adopted;
- (3) it applies to all tenants in the premises in a fair manner;
- (4) it is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;
- (5) it is not for the purpose of evading the obligations of the landlord; and
- (6) the tenant has notice of it at the time the tenant enters into the rental agreement.

AHFC Policy

See the Smoke-Free Environment policy exhibit.

Numbered Memo

20-41 Chapter 8 Termination