

Exhibit 8-2

Termination Reasons – Owner

This exhibit discusses reasons AHFC may terminate an owner's¹ participation or reasons an owner may terminate a family's lease.

- See the Termination Reasons – AHFC exhibit for termination actions that are not due to owner or family failure to act.
- See the Termination Reasons – Family exhibit for termination actions that are due to family failure to act or not act.

1. Notice of Termination

Whenever AHFC terminates a HAP Contract, a written notice is provided. The written notice will specify if the family may participate in AHFC's grievance process (see the Applicant and Participant Grievances chapter).

1.A Owner Notice to Family

HUD Regulation 24 CFR 982.310(e)

Owner notice.

(1) Notice of grounds.

(i) The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.

(ii) The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

(2) Eviction notice.

(i) Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action.

(ii) The owner must give the PHA a copy of any owner eviction notice to the tenant.

AHFC Policy

Upon receipt of an owner's notice of termination to a family, AHFC will provide a written notice to both the owner and family regarding their obligations under the program.

¹ Owner, Landlord, Owner's Agent, and Landlord's Agent are used interchangeably in this exhibit.



1.B Notice After HAP Contract Initial Term

HUD Regulation 24 CFR 982.309(c)

Family responsibility.

(1) If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice of termination at the same time. Failure to do this is a breach of family obligations under the program.

(2) The family must notify the PHA and the owner before the family moves out of the unit. Failure to do this is a breach of family obligations under the program.

HUD Regulation 24 CFR 982.354(b)

When family may move. A family may move to a new unit if:

(3) The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner, for owner breach, or otherwise).

Alaska Statute 34.03.290

Periodic Tenancy and Holdover.

(a) While rent is current, the landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least 14 days before the termination date specified in the notice.

(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

1. An owner or family must give notice in accordance with the terms stated in the lease or in accordance with the regulations above.
2. Although good practice, neither the owner nor the family must provide a reason to terminate the lease after the HAP Contract initial term unless otherwise stated in the lease.

1.C Agreement to Terminate Lease

The owner and family may agree to terminate the lease prior to the end of the initial term. AHFC requires the parties to complete AHFC's form **OR** submit a written statement signed by both the owner and family (head of household, spouse, or co-tenant) agreeing to end the tenancy.

2. Foreclosure

In the case of any foreclosure, the successor who takes over the property shall assume the lease between the prior landlord and the tenant as well as the HAP Contract signed by the prior landlord and AHFC.

3. Owner Noncompliance

HUD Regulation 24 CFR 982.453

Owner breach of contract.

(a) Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

(1) If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in drug-related criminal activity.

(6) If the owner has committed any violent criminal activity.

(b) The PHA rights and remedies against the owner under the HAP contract include recovery of overpayments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

3.A Owner Obligations

AHFC may terminate the HAP Contract with proper notice to the owner if the owner is not in compliance with the HAP Contract. Unless the owner has complied with all provisions of the HAP Contract, the owner does not have a right to receive the HAP under the HAP Contract.

3.B HQS Failure

HUD Regulation 24 CFR 982.551(c)

HQS breach caused by family. The family is responsible for an HQS breach caused by the family as described in §982.404(b).

AHFC Policy

1. If the unit does not meet the National Standards for the Physical Inspection of Real Estate requirements and the owner does not correct the failed items within the required timeframe, AHFC will terminate the HAP Contract.
2. A family that fails to correct an NSPIRE breach caused by the family will be subject to termination.
3. See the National Standards for the Physical Inspection of Real Estate chapter for documentation requirements.

4. Termination of Lease by Owner

HUD Regulation 24 CFR 982.310(a)

Grounds. During the term of the lease, the owner may not terminate the tenancy except on the following grounds:

- (1) Serious violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease;
- (2) Violation of federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or
- (3) Other good cause.

HUD Regulation 24 CFR 982.310(g)

Regulations not applicable. 24 CFR part 247 (concerning evictions from certain subsidized and HUD-owned projects) does not apply to a tenancy assisted under this part 982.

4.A AHFC Nonpayment of HAP

HUD Regulation 24 CFR 982.310(b)

Nonpayment by PHA: Not grounds for termination of tenancy.

- (1) The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract between the owner and the PHA.
- (2) The PHA failure to pay the housing assistance payment to the owner is not a violation of the lease between the tenant and the owner. During the term of

the lease the owner may not terminate the tenancy of the family for nonpayment of the PHA housing assistance payment.

4.B Criminal Activity

HUD Regulation 24 CFR 982.310(c)

Criminal activity

(1) Evicting drug criminals due to drug crime on or near the premises. The lease must provide that drug-related criminal activity engaged in, on or near the premises by any tenant, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control, is grounds for the owner to terminate tenancy. In addition, the lease must provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines 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.

(2) Evicting other criminals.

(i) 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:

(A) 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);

(B) 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; or

(C) Any violent criminal activity on or near the premises by a tenant, household member, or guest, or any such activity on the premises by any other person under the tenant's control.

(ii) Fugitive felon or parole violator. The lease must provide that the owner may terminate the tenancy if a tenant is:

(A) 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

(B) Violating a condition of probation or parole imposed under Federal or State law.

(3) Evidence of criminal activity. The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested

or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. (See part 5, subpart J, of this title for provisions concerning access to criminal records.)

4.C Serious Violations of the Lease

HUD Regulation 24 CFR 982.551(e)

Obligations of participant. Violation of lease.

The family may not commit any serious or repeated violation of the lease. Under 24 CFR 5.2005(c), an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim, or threatened victim, of the domestic violence, dating violence, sexual assault, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.

AHFC Policy

4. If an owner wishes to end an assisted tenancy, the owner must provide a copy of the family's written termination notice to AHFC.
5. Any lease termination action must be conducted in accordance with the lease, the Housing Assistance Payments Contract Tenancy Addendum, and the Alaska Uniform Residential Landlord and Tenant Act.

4.D Other Good Cause

HUD Regulation 24 CFR 982.310(d)

Other good cause.

(1) "Other good cause" for termination of tenancy by the owner may include, but is not limited to, any of the following examples:

- (i) Failure by the family to accept the offer of a new lease or revision;
- (ii) A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises;
- (iii) The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
- (iv) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rental).

(2) During the initial lease term, the owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause" based on any of the following grounds: failure by the family to accept the offer of a new lease or

revision; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (see paragraph (d)(1)(iv) of this section).

4.E Consideration of Circumstances

HUD Regulation 24 CFR 982.310(h)

Termination of tenancy decisions

(1) General. If the law and regulation permit the owner to take an action but do not require action to be taken, the owner may take or not take the action in accordance with the owner's standards for eviction. The owner may consider all of the circumstances relevant to a particular eviction case, such as:

- (i) The seriousness of the offending action;
- (ii) The effect on the community of denial or termination or the failure of the owner to take such action;
- (iii) The extent of participation by the leaseholder in the offending action;
- (iv) The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;
- (v) The demand for assisted housing by families who will adhere to lease responsibilities;
- (vi) The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- (vii) The effect of the owner's action on the integrity of the program.

(2) Exclusion of culpable household member. The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

(3) Consideration of rehabilitation. In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the owner may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(4) Nondiscrimination limitation and protection for victims of domestic violence, dating violence, sexual assault, or stalking. The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions of 24 CFR 5.105, and with the provisions for protection of victims of domestic violence, dating violence, sexual assault, or stalking in 24 CFR part 5,

subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking).

4.F Eviction Actions

HUD Regulation 24 CFR 982.310(f)

Eviction by court action. The owner may only evict the tenant from the unit by instituting a court action.

AHFC Policy

During an eviction action, AHFC will continue to assist the family as long as the family is in residence in the unit.

4.G Protections for Victims of Abuse

See the Violence Against Women's Act exhibit.

5. Recovering Housing Payments

See the Termination of Assistance, HAP Contract, or Tenancy chapter.

Numbered Memo

25-25 Implementation of the National Standards for the Physical Inspection of Real Estate for voucher programs