

Chapter 13

LEASE TERMINATIONS

INTRODUCTION

A lease is a contract. A violation, or breach, of the lease contract may be grounds for termination of that contract depending on the relevant facts.

The requirements for a lease between LMHA and a tenant (aka “family” in this ACOP) are set forth in 24 C.F.R. 966.4. Ohio landlord tenant law also applies to all leases between LMHA and a tenant.

This chapter presents the policies that govern the termination of a lease between LMHA and a tenant or family. These policies must comply with HUD regulations, Ohio law, and the lease contract. LMHA may be terminated a lease because of the tenant’s failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause.

This Chapter is presented in four parts:

Part I: Termination by Tenant. This part discusses the tenant’s voluntary termination of the lease and the requirements LMHA places upon families who wish to terminate their lease.

Part II: Termination by LMHA - Mandatory. This part describes the policies that govern how, and under what circumstances, a mandatory lease termination by LMHA occurs. This part also includes nonrenewal of the lease for noncompliance with community service requirements.

Part III: Termination by LMHA – Other Authorized Reasons. This part describes LMHA’s options for lease termination authorized by HUD, but not required by it. For some of these options HUD requires LMHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options, LMHA has full discretion whether to consider the options as just cause to terminate as long as its policies are reasonable, nondiscriminatory, and do not violate state or local landlord-tenant law. This part also discusses options LMHA may consider in lieu of termination, and the criteria for deciding what actions to take.

Part IV: Notification Requirements. This part presents the federal requirements for disclosure of criminal records to the tenant prior to termination, HUD requirements and LMHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

PART I: TERMINATION BY TENANT

13-I.A. TENANT OR FAMILY CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]

A tenant may terminate a lease at any time, for any reason, by following the notification procedures outlined in the lease. Such notice must be in writing and either hand-delivered or mailed pre-paid first class mail to a management office, or LMHA's central office.

LMHA Policy

If a tenant desires to move and terminate a tenancy with LMHA, that tenant must give LMHA at least 15 calendar days advance written notice of the intent to vacate consistent with the terms of the lease contract. The written notice of lease termination must be signed by the head of household and spouse or co-head.

Although not favored and not to be used unless there are circumstances beyond a tenant's control that prevented a tenant from giving LMHA proper written notice, at its sole discretion, LMHA may waive the 15 day notice requirement.

PART II: TERMINATION BY LMHA – MANDATORY

13-II.A. OVERVIEW

HUD requires LMHA to terminate a tenant or family's lease in certain circumstances. This part describes those situations.

13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]

[LMHA Policy](#)

LMHA must terminate the lease if a tenant, or any family member required to do so, fails to sign and submit any consent form required to be signed for re-examination. See Chapter 7 for a complete discussion of consent requirements.

13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

[LMHA Policy](#)

LMHA must terminate the lease if:

1. a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
2. a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or
3. a family member, as determined by LMHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

13-II.D. FAILURE TO DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS [24 CFR 5.218(c), 24 CFR 960.259(a)(3), ~~Notice PIH 2012-10~~ PIH Notice 2018-24]

LMHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and LMHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, LMHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date LMHA determined the tenant to be noncompliant.

LMHA Policy

For an otherwise eligible applicant, who fails to provide the required information, LMHA may provide an applicant with an opportunity to comply with the requirement as soon as possible, but not to exceed 90 calendar days from the date LMHA determined the tenant to be in noncompliance, when noncompliance was due to circumstances beyond the tenant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

See Chapter 7 for a complete discussion of documentation and certification requirements.

13-II.E. FAILURE TO ACCEPT LMHA'S OFFER OF A LEASE REVISION [24 CFR 966.4(l)(2)(ii)(E)]

LMHA must terminate the lease if the tenant or family fails to accept its offer of a lease revision to an existing lease, provided LMHA has done the following:

- The revision is on a form adopted by LMHA in accordance with 24 CFR 966.3, pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
- LMHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- LMHA has specified in the offer a reasonable time limit within that period for acceptance by the tenant.

See Chapter 8 for information pertaining to LMHA policies for offering lease revisions.

13-II.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]

LMHA must immediately terminate the lease if it determines any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

See Part 13-III.B. below for the HUD definition of *premises*.

13-II.G. LIFETIME REGISTERED SEX OFFENDERS (Tier III) [PIH Notice 2012-28]

Should LMHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, LMHA must immediately terminate assistance for the household member.

In this situation, LMHA must offer the tenant the opportunity to remove the ineligible family member from the household. If the tenant is unwilling to remove that individual from the household, LMHA must terminate assistance for the household.

13-II.H. NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]

LMHA is prohibited from renewing the lease at the end of the 12-month lease term when the tenant fails to comply with the community service requirements as described in Chapter 11.

13-II.I. DEATH OF A SOLE FAMILY MEMBER [PIH Notice 2012-10]

LMHA must immediately terminate program assistance for deceased single member households.

13-II.J. OVER_INCOME FAMILIES [24 CFR 960.507; 24 CFR 960.261; FR Notice 7/26/18; PIH Notice 2023-03; FR Notice 2/14/23]

~~Over-Income Families [24 CFR 960.261] and FR 11/26/04, p. 68786]~~

~~*See Chapter 9 pp. 9-3/9-4:~~

On March 13, 2023, HUD issued PIH Notice 2023-03(HA): Supplemental Guidance for Implementation of Section 103; Limitation on Public Housing Tenancy for Over-Income Families under the Housing Opportunity Through Modernization Act of 2016 (HOTMA) which provides guidance to Public Housing Agencies (PHAs) regarding the new limitations on continued occupancy for over-income families.

Subject to certain restrictions, HUD authorizes PHAs to evict or terminate the tenancies of families because they are over income. Unless required to do so by local law, LMHA may not evict or terminate the tenancy of a family solely because the family is over income if: (1) the family has a valid contract of participation in the Family Self-Sufficiency (FSS) program, or (2) the family is currently receiving the earned income disallowance. This rule does not require PHAs to evict over-income residents but rather gives PHAs the discretion to do so thereby making units available for applicants who are income eligible.

***Note:** The Earned Income Disallowance (EID) has been eliminated per the HOTMA Final Rule (2023). PIH Notice 2023-27.

LMHA Policy

HUD's final rule on HOTMA [24 CFR 960.257] requires that after a family's income has exceeded the over-income limit for two consecutive years or 24 consecutive months (the "grace period") a PHA must either terminate the family's tenancy within six months or charge the family the alternative non-public housing rent (alternative rent).

LMH will require Public Housing families whose incomes exceed the "Over-Income" limits for 24 consecutive months to vacate Public Housing within 60 days of the end of the 24-month over-income period.

LMH will give every Over-Income family a 24-month "grace period" during which, if their income should fall below the Over-Income limit, these provisions do not apply; and

1. If the tenant family's income later exceeds the Over-Income limit, the 24-month grace period starts over; and
2. LMH has determined that the most reasonable course of action in this situation is to notify the affected over-income families when they first become over-income; again 12 months after they first become over-income; and finally, 24 months after they become over-income.

LMH will require these over-income families to vacate public housing within 60 days after the 24-month grace period.

In the public housing program, an *over-income family* is defined as a family whose income exceeds the over-income limit for 24 consecutive months. LMHA may continue to lease public housing units to families whose incomes exceed the low-income limit at initial occupancy in accordance with 24 CFR 960.503. Otherwise, the PHA must establish

a continued occupancy policy for over-income families in the ACOP indicating which of the above will occur.

For families whose income exceeds the over-income limit for 24 consecutive months, LMHA will not terminate the family's tenancy and will charge the family the alternative non-public housing rent, as well as require the family to sign a new non-public housing lease in accordance with the continued occupancy policies below.

Over-Income Limit [PIH Notice 2023-03]

LMHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

The 'over-income limit' (OI limit) is defined at 24 CFR 960.102. The OI limit is determined by multiplying the applicable income limit for a very low-income (VLI) family, as defined in 24 CFR 5.603(b), by a factor of 2.4. The VLI varies by jurisdiction and by family size so each PHA will have to calculate the OI limit for each family size in their public housing program.

For example, the 2025 VLI limit for a family of 4 in Toledo, OH, is \$47,400, so the over income limit for that family size should be calculated as follows:

$$\$47,400 \times 2.4 = \$113,760$$

Example: 2025 Over-Income Limits								
Family Size	1	2	3	4	5	6	7	8
Over-Income Limit	\$79,680	\$91,080	\$102,480	\$113,760	\$122,880	\$131,880	\$141,120	\$150,120

For families larger than eight persons, the over-income limit will be calculated by multiplying the applicable very low-income limit by 2.4.

Decreases in Income [24 CFR 960.507(c)(4)]

If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with LMHA policy in Chapter 9.

If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification.

LMHA will notify the family in writing within 10 business days of the determination that over income policies no longer apply to them.

Initial Notice of Over-Income Status [24 CFR 960.507(c)(1); PIH Notice 2023-03]

LMHA Policy:

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, within 10 business days of the determination, LMHA will notify the family in writing of the determination. The notice will state that if the family continues to be over-income for 24 consecutive months, the family will be subject to LMHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the LMHA's determination in accordance with LMHA policies in Chapter 14. LMHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments.

Second Notice of Over-Income Status [24 CFR 960.507(c)(2); PIH Notice 2023-03; PIH Notice 2023-27]

LMHA Policy:

If a family's income continues to exceed the applicable over-income limit after 12 consecutive months, within 15 calendar days of the determination, LMHA will notify the family in writing of the determination. The notice will state that if the family continues to be over-income for 24 consecutive months, the family will be subject to the LMHA's over-income policies. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes LMHA's determination in accordance with LMHA policies in Chapter 14. LMHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments.

Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509; PIH Notice 2023-03; PIH Notice 2023-27]

If a family's income exceeds the applicable over-income limit for 24 consecutive months, LMHA will notify the family in writing of the determination within 15 calendar days of the date of the determination. LMHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments. The notice will state that the family will be charged the alternative non-public housing rent in accordance with LMHA continued occupancy policies and HUD regulations and provide the family's new rent amount.

The notice will also include a new non-public housing lease and inform the family that the lease must be executed by the family and the LMHA no later than 60 days from the date of the notice or at the next lease renewal, whichever is sooner. The family will continue to be a public housing program participant until the family executes the new non-public housing lease. The notice will also state that failure to execute the lease within this time period stated in the notice will result in termination of tenancy no more than six months after the date of the notice. LMHA will permit an over-income family to execute a lease beyond this time period, but before termination of tenancy, if the over-income family pays LMHA the total difference between the alternative non-public housing rent and their public housing rent dating back to the point in time that the

over-income family was required to execute the new lease.

Once the family signs the new non-public housing lease, the family will no longer be a public housing participant family. The family will no longer be subject to income examinations, are precluded from participating in the resident council, and cannot participate in any programs that are only for public housing or low-income families. LMHA will not provide such families with hearing or grievance rights. The non-public housing over-income (NPHOI) lease will contain all required provisions listed at 24 CFR 960.509. The initial term of the lease will be for one year. Upon expiration of the initial lease term, the lease will not renew automatically, and subsequent leases will state renewal terms. At any time, LMHA may terminate tenancy in accordance with 24 CFR 960.509(b)(11) and in accordance with state and local law. Upon execution of the lease, the tenant will be required to pay the amount of monthly tenant rent (known as the alternative non-public housing rent) determined by LMHA in accordance with HUD regulations. LMHA will comply with state and local law in giving the tenant written notice stating any changes in the amount of tenant rent. Charges assessed under the lease will be due in accordance with state and local law. If an NPHOI family subsequently experiences a decrease in income after signing the NPHOI lease, the family may only be readmitted to the public housing program if they once again become an eligible low-income family and reapply to the public housing program.

PART III: TERMINATION BY LMHA – OTHER AUTHORIZED REASONS

13-III.A. OVERVIEW

In addition to the above, HUD requires LMHA to establish provisions for terminating a tenant because of certain criminal activity, alcohol abuse, and violation of certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require terminate for such violations in all cases. LMHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation. LMHA also may require the exclusion of the culpable household member instead of terminating the tenancy. HUD also authorizes LMHA to terminate a lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or that are for other good cause. LMHA must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of its lease.

In the development of the terms of the lease, LMHA must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords PHAs wide discretion in some areas, a broad range of policies could be acceptable.

LMHA, with some restrictions, also has the option to terminate the tenancies of families who are over income.

LMHA may consider alternatives to termination and must establish policies describing the criteria it will use when deciding what action to take, the types of evidence that will be acceptable, and the steps LMHA must take when terminating a lease.

13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(l)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require PHAs to terminate for such violations in all cases, therefore LMHA policies are needed.

Definitions [24 CFR 5.100]

The following definitions will be used for this and other parts of this chapter:

- *Covered person* means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
- *Dating violence* is defined in section 16-VII.B.
- *Domestic violence* is defined in section 16-VII.B.
- *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act
- [21 U.S.C. 802].
- *Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.
- *Guest* means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of

the tenant.

- *Household* means the family and LMHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].
- *Affiliated individual* is defined in section 16-VII.B.
- *Other person under the tenant's control* means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.
- *Premise* means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.
- *Sexual assault* is defined in section 16-VII.B.
- *Stalking* is defined in section 16-VII.B.
- *Human Trafficking* is defined in section 16-VII.B.
- *Economic Abuse* (VAWA 2022) is defined in section 16-VII.B.
- *Technological Abuse* (VAWA 2022) is defined in section 16-VII.B.
- *Violent criminal activity* means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Drug Crime On or Off the Premises [24 CFR 966.4(l)(5)(i)(B)]

The lease must provide that drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, or any such activity engaged in on the premises by any other person under the tenant's control is grounds for termination.

LMHA Policy

LMHA has a zero-tolerance policy, also known as a One Strike policy, regarding drug related criminal activity. LMHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

LMHA will consider all credible evidence, including but not limited to, any record of criminal activity or convictions of covered persons related to the drug-related criminal activity.

In making its decision to terminate the lease, LMHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, LMHA may, on a case-by-case basis, choose not to terminate the lease.

Illegal Use of a Drug [24 CFR 966.4(l)(5)(i)(B)]

The lease must provide that LMHA may evict a tenant, when it determines a household member is illegally using a drug or 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.

LMHA Policy

LMHA will terminate the lease when it determines a household member is illegally using a drug or LMHA 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. A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous year.

LMHA may consider all credible evidence, including but not limited to, any record of criminal activity or convictions of household members related to the use of illegal drugs.

In making its decision to terminate the lease, LMHA may consider other options as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of other options or factors, LMHA may, on a case-by-case basis, choose not to terminate the lease.

Threat to Other Residents [24 CFR 966.4(l)(5)(ii)(A)]

The lease must provide that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including LMHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises is a ground for termination of tenancy.

LMHA Policy

LMHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including LMHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises. LMHA will terminate for violent criminal activity that occurs on or off the premises.

Immediate vicinity means within a three-block radius of the premises.

LMHA may consider all credible evidence, including but not limited to, any record of criminal activity or convictions of covered persons related to the criminal activity.

In making its decision to terminate the lease, LMHA may consider options described in Section 13-III.D and other factors described in Sections 13-III.E and 13-III.F. Upon consideration of such options and factors, LMHA may, on a case-by-case basis, choose not to terminate the lease.

Alcohol Abuse [24 CFR 966.4(l)(5)(vi)(A)]

This regulation allows for the termination of a tenancy if LMHA determines a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

LMHA Policy

LMHA will terminate the lease if it determines a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful

enjoyment of the premises by other residents. A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous year.

LMHA may consider all credible evidence, including but not limited to, any record of criminal activity or convictions of household members related to the abuse of alcohol.

In making its decision to terminate the lease, LMHA will consider options as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such options and factors, LMHA may, on a case-by-case basis, choose not to terminate the lease.

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]

HUD allows for the termination of a tenancy if LMHA determines a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

LMHA Policy

LMHA will terminate the lease if it determines a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

LMHA may consider all credible evidence, including but not limited to, any record of criminal activity or convictions of household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records or documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.

In making its decision to terminate the lease, LMHA will consider options as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such options and factors, LMHA may, on a case-by-case basis, choose not to terminate the lease.

Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse may ~~not~~ be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking [24 CFR 5.2005(c)(1)].

LMHA Policy

LMHA will terminate the lease for any one of the following violations of tenant obligations under the lease:

- Failing to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due).

- Making repeated late payment of rent or other charges. Three late payments within a 12 month period shall constitute a repeated late payment.
- Assigning or subleasing the lease of the dwelling unit. Subleasing, includes but is not limited to, receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
- Providing accommodations for boarders or lodgers.
- Failing to fulfill the following household obligations:
 - Using the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose;
 - Abiding by necessary and reasonable regulations promulgated by LMHA for the benefit and well-being of the tenants that are or have been incorporated by reference in the lease;
 - Complying with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - Keeping the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition;
 - Disposing of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
 - Using in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;
 - Refraining from, or causing the household or guests from destroying, defacing, damaging, or removing any part of the dwelling unit or LMHA property;
 - Paying reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or LMHA property (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest; or
 - Acting, or causing household members or guests to act, in a manner that would disturb another resident's peaceful enjoyment of that tenant's accommodations or would not be conducive to maintaining the project in a decent, safe and sanitary condition.

In making its decision to terminate the lease, LMHA may consider other options as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such options or factors, LMHA may, on a case-by-case basis, choose not to terminate the lease.

13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]

HUD authorizes LMHA to terminate a lease for reasons other than those described in the previous sections. These reasons are referred to as “other good cause.”

Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]

HUD regulations state that LMHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit LMHA to only those examples. The Violence Against Women Act of 2013 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** as “other good cause” for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1)].

LMHA Policy

LMHA will terminate a lease for good cause for any one of the following reasons:

- *Fugitive Felon or Parole Violator.* If a tenant is 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 violating a condition of probation or parole imposed under federal or state law.
- *Persons subject to sex offender registration requirement.* If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state or federal sex offender registration program.
- Failure to substantially comply with LMHA procedures and policies designed to protect the health and safety of tenants by reducing the risk of bed bug infestation.
- Failure to maintain utilities in the tenant’s s name or consistent with the terms of the lease if the lease provides otherwise.
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for LMHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size.
- Failure to by the tenant or family to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by LMHA that such a dwelling unit is available.
- Failure to by the tenant to permit access to the unit by LMHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.

- Failure to promptly, as defined as meaning not more than 10 business days after the event, inform LMHA of the birth, adoption or court-awarded custody of a child
- Failure to abide by the provisions of LMHA pet policy.
- Failure to enter into a repayment agreement or has breached the terms of a repayment agreement entered into with LMHA.
- Failure to comply with each and every federal, state, or local law imposing any obligation in connection with the occupancy or use of the premises.

LMHA will also terminate a lease for good cause for these reasons:

- Discovery by LMHA after admission of facts that made the tenant or family is ineligible.
- Discovery by LMHA of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income.
- Discovery by LMHA that the tenant, a family member, or a household member has engaged in or threatened violent or abusive behavior toward LMHA personnel.

Abusive or violent behavior towards LMHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate the lease, LMHA will consider options as described in Section 13-III.D and other factors described in Sections 13-III.E and 13-III.F. Upon consideration of such options and factors, the LMHA may, on a case-by-case basis, choose not to terminate the lease.

Family Absence from Unit

It is reasonable that a tenant may be absent from the public housing unit for brief periods. However, LMHA reserves the right to protect its asset by establishing policies regarding a tenant's absence from a unit.

LMHA Policy

The tenant must supply any information or certification requested by LMHA to verify the tenant still is living in the unit. Anyone living in the apartment family must cooperate with the LMHA for this purpose.

The tenant must promptly notify the LMHA when every member of the household or family will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. In such a case promptly means within 10 business days of the start of the extended absence.

When a tenant, or an entire household or family is absent from the tenant's unit for more than 90 consecutive days, and the tenant does not promptly notify LMHA of the absence as required above, good cause will exist for the termination of the lease.

Abandonment: If a tenant appears to have vacated the unit without giving proper notice, LMHA will secure the unit immediately to prevent vandalism and other criminal activity. In compliance with Ohio landlord-tenant law pertaining to abandonment, if appropriate, LMHA can take the appropriate actions to take possession of the unit.

Over-Income Families [24 CFR 960.261 and FR 11/26/04, p. 68786] Moved to section 3.II.J.

~~*See Chapter 9 pp. 9-3/9-4: On March 13, 2023, HUD issued PIH Notice 2023-03(HA): Supplemental Guidance for Implementation of Section 103; Limitation on Public Housing Tenancy for Over-Income Families under the Housing Opportunity Through Modernization Act of 2016 (HOTMA) which provides guidance to Public Housing Agencies (PHAs) regarding the new limitations on continued occupancy for over-income families.~~

~~Subject to certain restrictions, HUD authorizes PHAs to evict or terminate the tenancies of families because they are over-income. Unless required to do so by local law, LMHA may not evict or terminate the tenancy of a family solely because the family is over-income if: (1) the family has a valid contract of participation in the Family Self-Sufficiency (FSS) program, or (2) the family is currently receiving the earned income disallowance. This rule does not require PHAs to evict over-income residents, but rather gives PHAs the discretion to do so thereby making units available for applicants who are income-eligible. *Note: The Earned Income Disallowance (EID) has been eliminated per the HOTMA Final Rule (2023). PIH Notice 2023-~~

~~27.~~

LMHA Policy

~~HUD's final rule on HOTMA [24 CFR 960.257] requires that after a family's income has exceeded the over-income limit for two consecutive years or 24 consecutive months (the "grace period") a PHA must either terminate the family's tenancy within six months or charge the family the alternative non-public housing rent (alternative rent).~~

~~LMH will require Public Housing families whose incomes exceed the "Over-Income" limits for 24 consecutive months to vacate Public Housing within 60 days of the end of the 24-month over-income period.~~

~~LMH will give every Over-Income family a 24-month "grace period" during which, if their income should fall below the Over-Income limit, these provisions do not apply; and~~
~~1. If the tenant family's income later exceeds the Over-Income limit, the 24-month grace period starts over; and~~

~~2. LMH has determined that the most reasonable course of action in this situation is to notify the affected over-income families when they first become over-income; again 12 months after they first become over-income; and finally, 24 months after they become over-income.~~

~~LMH will require these over-income families to vacate public housing within 60 days after the 24-month grace period.~~

13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY Exclusion of Culpable Household Member [24 CFR 966.4(l)(5)(vii)(C)]

As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides LMHA may consider exclusion of the culpable household member. Such an alternative can be

13-III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY

In some circumstances LMHA is not required s to terminate a tenancy even when it has grounds to terminate. In those situations, it may consider all facts relevant to a particular circumstance when making its decision.

Evidence [24 CFR 966.4(1)(5)(iii),

Consistent with the above CFR part, *LMHA* may evict a tenant by judicial action for criminal activity in accordance with this section if it 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. The standard of proof required for eviction will be by a preponderance of the evidence.

LMHA Policy

LMHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]

Although HUD requires certain lease provisions exist to specifically address problems relevant to criminal activity and alcohol abuse, HUD regulations permit LMHA to consider all circumstances relevant to a particular case when determining whether to terminate the lease.

Such relevant circumstances can also be considered when terminating the lease for any other reason.

LMHA Policy

LMHA will consider the following factors before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

- The seriousness of the offending action, especially with respect to how it would affect other residents;
- The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse;**

- The effects that the eviction will have on other family members who were not involved in the action or failure to act;
- The effect on the community of the termination, or of LMHA's failure to terminate the tenancy;
- The effect LMHA's decision will have on the integrity of the public housing program;
- The demand for housing by eligible families who will adhere to lease responsibilities;
- The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action;
- The length of time since the violation occurred, the tenant's recent history, and the likelihood of favorable activity in the future; or
- In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the tenant or a family member.

Consideration of Rehabilitation [24 CFR 966.4(l)(5)(vii)(D)]

HUD authorizes PHAs to take into consideration whether a household member who had used illegal drugs or abused alcohol and is no longer engaging in such use or abuse is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

LMHA Policy

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, LMHA will 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.

To this consideration, LMHA requires 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.

Reasonable Accommodation [24 CFR 966.7]

If the tenant's household includes a person with disabilities, LMHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

LMHA Policy

If a tenant demonstrates that the behavior of a family member with a disability is the reason for a proposed termination of lease, LMHA will determine whether the behavior is

related to the disability. If so, upon the family's request, LMHA will determine whether alternative measures are appropriate as a reasonable accommodation. LMHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.

Nondiscrimination Limitation [24 CFR 966.4(l)(5)(vii)(F)]

LMHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING (VAWA 2022)

This section addresses the protections against termination of tenancy that the Violence against Women Act of 2013 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse.** For general VAWA requirements and LMHA policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

VAWA Protections against Termination [24 CFR 5.2005(c)]

Note: Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

VAWA provides "criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or affiliated individual of the tenant is the victim" [24 CFR 5.2005(c)(2)].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** may ~~not~~ be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1)].

Limits on VAWA Protections [24 CFR 5.2005(d) and (e)]

While VAWA prohibits LMHA from using domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or**

solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit LMHA from using otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, stalking, human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse providing LMHA does not subject a victim of domestic violence to a more demanding standard than the standard applied to other tenants.
- VAWA does not limit LMHA's authority to terminate the tenancy of any public housing tenant if LMHA demonstrates an actual and imminent threat to other tenants or those employed at or providing service to the property exists unless that tenant's tenancy is terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; or
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]; Even when a victim poses an actual and imminent threat, however, HUD regulations authorize LMHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].

LMHA Policy

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, LMHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, stalking, human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse
- Whether the threat is a physical danger beyond a speculative threat.
- Whether the threat is likely to happen within a short period of time.
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat.

If the tenant wishes to contest LMHA's determination that he or she is an actual and imminent threat to other tenants or employees, tenant may do so as part of the grievance hearing or in a court proceeding.

Documentation of Abuse [24 CFR 5.2007]

LMHA Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** claims protection under VAWA, LMHA will request that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

LMHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases LMHA will document the waiver in the individual's file.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives LMHA the explicit authority to bifurcate a lease, or remove a household member from a lease, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant" [24 CFR 5.2009(a)]. Moreover, HUD regulations impose on LMHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** [24 CFR 966.4(e)(9)].

Specific lease language affirming LMHA's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if LMHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means LMHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [3/16/07 *Federal Register* notice on the applicability of VAWA to HUD programs].

LMHA Policy

- LMHA will bifurcate a family's lease and terminate the tenancy of a family member if LMHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members.
- In making its decision, LMHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-~~50066~~ 5382) or other documentation of abuse submitted to LMHA by the victim in accordance with this

section and section 16-VII.D. The LMHA will also consider the factors in section 13.III.E. Upon such consideration, LMHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

- If LMHA bifurcates the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, LMHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, LMHA may offer the remaining family members another public housing unit, if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities.

PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

13-IV.A. OVERVIEW

HUD regulations specify the requirements for giving a tenant notice of the termination of the lease prior to terminating it. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]

HUD authorizes PHAs to conduct criminal records checks on public housing residents for lease enforcement and eviction. LMHA policy determines when it will conduct such checks.

LMHA Policy

LMHA will conduct criminal records checks when it has come to the attention of LMHA, either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

LMHA may not pass along to the tenant the costs of a criminal records check.

13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]

In conducting criminal records checks, if LMHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken. When LMHA obtains criminal records information from a state or local agency showing a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, it must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

LMHA Policy

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, LMHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The tenant, family, or household will be given 10 business days from the date of LMHA notice, to dispute the accuracy and relevance of the information. If the tenant or

household does not contact the LMHA to dispute the information within that 10 business day period, LMHA will proceed with the termination action.

The failure of a tenant or household to timely dispute the accuracy of relevant information as provided above does not preclude that tenant from disputing that information through the grievance or legal process.

13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3)]

Form, Delivery, and Content of the Notice

Notice to a tenant of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the tenant's right to reply to the termination notice, and the tenant's right to examine LMHA documents directly relevant to the termination or eviction. If LMHA does not make the documents available for examination upon request by the tenant, LMHA may not proceed with the eviction [24 CFR 966.4(m)].

When LMHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the tenant of that right. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance procedure has been completed.

When LMHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must expressly state that the tenant is not entitled to a grievance hearing on the termination. The notice also must specify the judicial procedure to be used by LMHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of LMHA, or for a drug-related criminal activity on or off the premises.

LMHA Policy

LMHA will attempt to deliver the notice of lease termination directly to the tenant or an adult member of the household being evicted. In the event, LMHA does not achieve personal service on the tenant or an adult member of the household it will send the termination notice to the tenant by first-class mail the same day.

All notices of lease termination will include information about the protection against termination provided by the Violence against Women Act of 2013 (VAWA) for victims of domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse** (see section 16-VII.C). The PHA will also include a copy of the form HUD-~~50066~~ 5382. Any family member who claims that the cause for termination involves (a) criminal acts of physical violence against family members or others or (b) incidents of domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited**

to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse of which a family member is the victim will be given the opportunity to provide documentation in accordance with the policies in sections 13-III.F and 16-VII.D.

30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent (FR 12/13/24)

Timing of the Notice [24 CFR 966.4(l)(3)(i); FR 12/13/24]

A PHA must give a tenant or family sufficient written notice of lease termination.

In the event of a tenant failing to pay rent, HUD's December 14th (2024) Final Rule requires public housing agencies (PHAs) and owners of properties receiving PBRA to provide written notification to tenants facing eviction for nonpayment of rent 30 days prior to filing a formal eviction procedure.

The rule includes a requirement that the 30-day notice include instructions on how tenants can cure lease violations for nonpayment of rent, the amount of rent owed, and any other arrearages. This notice must include the date by which the tenant must pay rent and arrearages to avoid the filing of an eviction.

HUD recommended cure information includes:

- Information on how tenants can recertify their income
- How tenants can request a minimum rent hardship exemption, and
- If applicable (in the event of a national emergency) other information required by HUD

For other instances of lease terminations, 14 calendar days, or a reasonable period of time considering the seriousness of the situation not to exceed 30 calendar days, such as the following:

- If the health or safety of other residents, LMHA employees, or persons residing in the immediate vicinity of the premises is threatened;
- If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
- If any member of the household has been convicted of a felony.
- In any other situation, the PHA should give 30 calendar day notice of eviction, unless state or local law allows a shorter notice period, such shorter period shall apply.

The Secretary of the Department of Housing and Urban Development may determine that the existence of a national emergency necessitates the activation of a required minimum 30-day notification period and other required actions to support families at-risk of eviction for non-

payment of rent. In these circumstances, notwithstanding § 966.4(l)(3)(i)(A), the notice of lease termination for failure to pay rent must provide for at least 30 days from the date the tenant receives the notice [Notice PIH 2021-29; 24 CFR 966.8]. LMH will follow these requirements when applicable.

LMHA Policy

- LMHA will give written notice of ~~14~~30 calendar days for nonpayment of rent.
- LMHA will give a 3-day notice if the health or safety of other tenants, LMHA employees or persons residing in the immediate vicinity of the premises is threatened; if any household member has engaged in any drug-related criminal activity or violent criminal activity; or if any household member has been convicted of a felony.
- For all other lease terminations, LMHA will give a 30-day written notice.
- LMHA will extend the 14-day notice requirement for nonpayment of rent ~~when~~ as required by HUD and in accordance with ~~Notice PIH 2021-29 and~~ HUD's final rule: *30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent* (FR 12/13/24), 24 CFR 966.8, and ~~due to~~ for any Presidential declaration of a national emergency.

The Notice to Vacate that may be required under Ohio or local law may be combined with or run concurrently with the notice of lease termination.

Notice of Nonrenewal Due to Community Service Noncompliance [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]

When LMHA finds that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in Section 11-I.E.

LMHA Policy

If after receiving a notice of initial noncompliance the tenant does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a tenant agrees to cure initial noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the tenant will be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in Section 11-I.E. and will also serve as the notice of termination of tenancy.

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the

reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with LMHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for the LMHA's informal hearing procedures.

13-IV.E. EVICTION [24 CFR 966.4(l)(4) and 966.4(m)]

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. LMHA may only evict the tenant from the unit by instituting a court action, unless the 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.

LMHA Policy

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, LMHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, LMHA will seek the assistance of the court to remove the family from the premises as per state and local law.

LMHA may not proceed with an eviction action if it has not made available the documents to be used in the case against the family and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

13-IV.F. NOTIFICATION TO POST OFFICE [24CFR 966.4(l)(5)(iii)(B)]

When LMHA evicts an individual or family for criminal activity, including drug-related criminal activity, LMHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

13-IV.G. RECORD KEEPING

For more information concerning general record keeping, see Chapter 16.

LMHA Policy

A written record of every termination and/or eviction will be maintained by LMHA, and may contain the following information:

- Name of resident, number and identification of unit occupied;
- Date of the notice of lease termination and any other notices required by state or local law (these notices may be on the same form and will run concurrently);

- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905);
- Date of notifying the resident; or
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

EXHIBIT 13-1: SAMPLE NOTICE FOR OVER-INCOME FAMILIES – INITIAL NOTIFICATION FOR NPHOI FAMILY OPTION¹

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

These Sample Notices include provisions required per 24 CFR 960.507(c). Anything included in brackets and italic is meant as instruction to the PHA in creating its own notices. Example: [This text is meant as instruction to the PHA.]

OVER-INCOME FAMILY INITIAL NOTIFICATION

[Name of PHA]

Resident name:

Address:

Date:

Purpose

The purpose of this notice is to inform you that _____ *[name of PHA]* has determined that your family's income is above the income limit (over-income) according to federal rules for the public housing program. This is your **initial** (first) notice.

What happens next?

For now, your rent will continue to be calculated as usual, you will continue to be offered a choice between income-based and flat rent, and **you do not have to move**. If your family remains over-income for the following 24 consecutive months, you will no longer be eligible for assistance under the public housing program but may remain in a public housing unit paying an alternative non-public housing rent calculated under federal rules for non-public housing tenants.

If you think that we have made a mistake and your family should not be considered over-income, you may request a hearing by calling: XXX-XXX-XXXX or emailing *[address]* or requesting more information from PHA staff at: *[location]*. If you wish to request a hearing, please do so as soon as possible. If you do not wish to request a hearing, you do not need to do anything at this time.

What about changes to my income?

¹ This sample notice is presented verbatim from HUD's sample forms used in the HOTMA Income and Assets Training Series, available at <https://www.hudexchange.info/resource/6849/hotma-sample-notices-for-overincome-families/>. Only the formatting has been changed to be consistent with the formatting used throughout this ACOP.

We will continue to reexamine your income every 12 months as usual. After each reexamination, you will receive a notification like this one if your family is still over-income.

If your family's income drops below the over-income limit before the end of the 24 consecutive-month grace period, you will no longer be considered over-income. If your family's income increases again to an amount that is over-income, you will receive another 24 consecutive month grace period.

If your income changes, contact us using the information provided below to learn the policy for requesting an interim reexamination.

[PHA: Please note that the following section is optional. The regulations only require this level of detail for the second notice.]

What if my family remains over-income in 24 consecutive months?

According to the Continued Occupancy Policy, your family may continue to reside in a public housing unit even if you remain over-income after 24 months. However, your unit will no longer receive assistance from the federal public housing program so your rent will be calculated differently.

If you choose to stay in your unit after remaining over-income for 24 consecutive months, you will:

- Pay an "alternative non-public housing rent" (currently estimated at \$_____)
- > The alternative rent is adjusted annually and subject to change.
- > You will receive a notification with more details on what to expect next if you decide to remain in a public housing unit after 24 consecutive months of being over-income.
- Need to sign a new lease for Non-Public Housing Over-Income (NPHOI) families.
- > The NPHOI lease will need to be signed no later than 60 days after receiving notification of the end of the 24-month grace period or at the next lease renewal, whichever is sooner.

[INSERT PHA CONTACT INFORMATION]

EXHIBIT 13-2: SAMPLE NOTICE FOR OVER-INCOME FAMILIES – INITIAL NOTIFICATION FOR TERMINATE ONLY OPTION²

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These Sample Notices include provisions required per 24 CFR 960.507(c). Anything included in brackets and italic is meant as instruction to the PHA in creating its own notices. Example: [This text is meant as instruction to the PHA.]

OVER-INCOME FAMILY INITIAL NOTIFICATION

[Name of PHA]

Resident name:

Address:

Date:

Purpose

The purpose of this notice is to inform you that _____ *[name of PHA]* has determined that your family's income is above the income limit (over-income) according to federal rules for the public housing program. This is your **initial** (first) notice.

What happens next?

For now, your rent will continue to be calculated as usual, you will continue to be offered a choice between income-based and flat rent, and **you do not have to move**. If your family remains over-income for the following 24 consecutive months, you will no longer be eligible for assistance under the public housing program.

If you think that we have made a mistake and your family should not be considered over-income, you may request a hearing by calling: XXX-XXX-XXXX or emailing *[address]* or requesting more information from PHA staff at: *[location]*. If you wish to request a hearing, please do so as soon as possible. If you do not wish to request a hearing, you do not need to do anything at this time.

What about changes to my income?

We will continue to reexamine your income every 12 months as usual. After each reexamination, you will

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receive a notification like this one if your family is still over-income.

If your family's income drops below the over-income limit before the end of the 24 consecutive-month grace period, you will no longer be considered over-income. If your family's income increases again to an amount that is over-income, you will receive another 24 consecutive month grace period.

If your income changes, contact us using the information provided below to learn the policy for requesting an interim reexamination.

[PHA: Please note that the following section is optional. The regulations only require this level of detail for the second notice.]

What if my family remains over-income for 24 consecutive months?

Within 30 days of the recertification, you will receive a notice like this one informing you that your family has remained over-income for 24 consecutive months. According to the Continued Occupancy Policy, families that remain over-income for 24 consecutive months must leave their units and find other housing in no more than _____ *[up to 6 depending on PHA policy]* months after receiving notification.

If your family continues to reside in the unit after _____ *[restate date]*, the PHA will begin eviction proceedings by issuing a notice to vacate.

Until the time of lease termination, you will continue to be a public housing program participant and will continue to be charged your choice of income-based or flat rent.

[INSERT PHA CONTACT INFORMATION]

**EXHIBIT 13-3: SAMPLE NOTICE FOR OVER-INCOME FAMILIES –
12-MONTH NOTIFICATION FOR NPHOI FAMILY OPTION³**

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These Sample Notices include provisions required per 24 CFR 960.507(c). Anything included in brackets and italic is meant as instruction to the PHA in creating its own notices. Example: [This text is meant as instruction to the PHA.]

OVER-INCOME FAMILY 12 MONTH NOTIFICATION

[Name of PHA]

Resident name:

Address:

Date:

Purpose

The purpose of this notice is to inform you that _____ *[name of PHA]* has determined that your family's income is above the income limit (over-income) according to federal rules for public housing. This is your **12-month** (second) notice.

What happens next?

For now, your rent will continue to be calculated as usual, you will continue to be offered a choice between income-based and flat rent, and **you do not have to move**. If your family remains over-income for the following 12 consecutive months, you will no longer be eligible for assistance under the public housing program but may remain in a public housing unit paying an alternative non-public housing rent calculated under federal rules for non-public housing tenants.

If you think that we have made a mistake and your family should not be considered over-income, you may request a hearing by calling: XXX-XXX-XXXX or emailing [address] or requesting more information from PHA staff at: [location]. If you wish to request a hearing, please do so as soon as possible. If you do not wish to request a hearing, you do not need to do anything at this time.

What about changes to my income?

³ This sample notice is presented verbatim from HUD's sample forms used in the HOTMA Income and Assets Training Series, available at <https://www.hudexchange.info/resource/6849/hotma-sample-notices-for-overincome-families/>. Only the formatting has been changed to be consistent with the formatting used throughout this ACOP.

We will need to re-examine your income in 12 months. After the reexamination, you will receive a notification like this one if your family is still over-income.

If your family's income drops below the over-income limit before the end of the 24 consecutive-month grace period, you will no longer be considered over-income. If your family's income increases again to an amount that is over-income, you will receive another 24 consecutive month grace period.

If your income changes, contact us using the information provided below to learn the policy for requesting an interim reexamination.

What if my family remains over-income in consecutive 12 months?

According to the Continued Occupancy Policy, your family may continue your tenancy even if you remain over-income for another 12 months (24 consecutive months total). However, your unit will no longer receive assistance from the federal public housing program so your rent will be calculated differently.

If you choose to remain in a public housing unit after the 24 month grace period, you will:

- No longer be a public housing program participant and will therefore not be eligible to participate in the resident council or programs specifically for public housing residents.
- Pay an "alternative non-public housing rent" (currently estimated at \$_____)
- Need to sign a new lease

[INSERT PHA CONTACT INFORMATION]

EXHIBIT 13-4: SAMPLE NOTICE FOR OVER-INCOME FAMILIES – 12-MONTH NOTIFICATION FOR TERMINATE ONLY OPTION⁴

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OVER-INCOME FAMILY 12 MONTH NOTIFICATION

[Name of PHA]

Resident name:

Address:

Date:

Purpose

The purpose of this notice is to inform you that _____ *[name of PHA]* has determined that your family's income is above the income limit (over-income) according to federal rules for public housing. This is your **12-month** (second) notice.

What happens next?

For now, your rent will continue to be calculated as usual, you will continue to be offered a choice between income-based and flat rent, and **you do not have to move**. If your family remains over-income for the following 12 consecutive months, you will no longer be eligible for assistance under the public housing program.

If you think that we have made a mistake and your family should not be considered over-income, you may request a hearing by calling: XXX-XXX-XXXX or emailing *[address]* or requesting more information from PHA staff at: *[location]*. If you wish to request a hearing, please do so as soon as possible. If you do not wish to request a hearing, you do not need to do anything at this time.

What about changes to my income?

We will need to re-examine your income in 12 months. After the reexamination, you will receive a

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notification like this one if your family is still over-income.

If your family's income drops below the over-income limit before the end of the 24 consecutive-month grace period, you will no longer be considered over-income. If your family's income increases again to an amount that is over-income, you will receive another 24 consecutive month grace period.

If your income changes, contact us using the information provided below to learn the policy for requesting an interim reexamination.

What if my family remains over-income in consecutive 12 months?

Within 30 days of the recertification, you will receive a notice like this one informing you that your family has remained over-income for 24 consecutive months. According to the Continued Occupancy Policy, families that remain over-income for 24 consecutive months must leave their units and find other housing in no more than _____ *[up to 6 depending on PHA policy]* months after receiving notification.

If your family continues to reside in the unit after _____ *[restate date]*, _____ *[name of PHA]* will begin eviction proceedings by issuing a notice to vacate.

Until the time of lease termination, you will continue to be a public housing program participant and will continue to be charged your choice of income-based or flat rent.

[INSERT PHA CONTACT INFORMATION]

**EXHIBIT 13-5: SAMPLE NOTICE FOR OVER-INCOME FAMILIES –
24-MONTH NOTIFICATION FOR NPHOI FAMILY OPTION⁵**

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OVER-INCOME FAMILY 24 MONTH NOTIFICATION

[Name of PHA]

Resident name:

Address:

Date:

Purpose

The purpose of this notice is to inform you that _____ [name of PHA] has determined that your family's income is above the income limit (over-income) according to federal rules for public housing. This is your **24-month** (third) notice.

You are no longer eligible for assistance under the public housing program. However, you do not have to move – see below for details.

What if I disagree that my family is over-income?

If you think that we have made a mistake and your family should not be considered over-income, you may request a hearing by calling: XXX-XXX-XXXX or emailing [address] or requesting more information from PHA staff at: [location]. If you wish to request a hearing, please do so as soon as possible.

What about changes to my income?

Changes to your income after you receive this notice will not change our determination. Because your family has been over-income for 24 months, you are no longer eligible for assistance under the public

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housing program.

What do I need to do now?

According to the Continued Occupancy Policy, your family may continue your tenancy. However, because you will not receive assistance from the federal public housing program, your rent will be calculated differently.

If you choose to remain in a public housing unit, you will:

- Pay an “alternative non-public housing rent” (currently \$ _____)
- Need to sign a new lease within 60 days or at your next lease renewal (whichever is sooner)

If the lease is not signed within this time period, the PHA must terminate your tenancy by _____ *[no more than 6 months after this notification]*. However, per policy, _____ *[name of PHA]* may permit an over-income family to execute the lease after this period (up to 60 days), but before termination of the tenancy. In this case, the family must pay the total difference between the alternative non-public housing rent and your public housing rent dating back to the date when you were required to execute the lease.

If you choose to leave your unit, please inform us as soon as possible according to your existing lease. To inform the PHA if you do not plan to remain in a public housing unit: *[Use this space to detail when and how and family can inform the PHA if they decline to stay in the unit.]*

[INSERT PHA CONTACT INFORMATION]

**EXHIBIT 13-6: SAMPLE NOTICE FOR OVER-INCOME FAMILIES –
24-MONTH NOTIFICATION FOR TERMINATION ONLY OPTION⁶**

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OVER-INCOME FAMILY 24 MONTH NOTIFICATION

[Name of PHA]

Resident name:

Address:

Date:

Purpose

The purpose of this notice is to inform you that _____ *[name of PHA]* has determined that your family's income is above the income limit (over-income) according to federal rules for public housing. This is your **24-month** (third) notice.

You are no longer eligible for assistance under the public housing program.

What if I disagree that my family is over-income?

If you think that we have made a mistake and your family should not be considered over-income, you may request a hearing by calling: XXX-XXX-XXXX or emailing [address] or requesting more information from PHA staff at: [location]. If you wish to request a hearing, please do so as soon as possible.

What about changes to my income?

Changes to your income after you receive this notice will not change our determination. If necessary, you may request an interim reexamination, but a decrease in income or rent will not make you eligible to remain. Because your family has been over-income for 24 consecutive months, you are no longer eligible

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for assistance under the public housing program.

What do I need to do now?

According to the Continued Occupancy Policy, your family cannot continue your tenancy. You must find other housing as soon as possible. Our policy is to allow families up to *[up to 6 depending on PHA policy]* months to find other housing.

If your family continues to reside in the unit after *[restate date]*, the PHA will begin eviction proceedings by issuing a notice to vacate.

Until the time of lease termination, you will continue to be a public housing program participant and will continue to be charged your choice of income-based or flat rent.

[The following is an optional section where the PHA may include referral services to support a family in finding new housing.]

The following services are available to assist you:

[INSERT PHA CONTACT INFORMATION]