

CHAPTER 6 PART 4. TERMINATION

TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice.

TERMINATION BY THE HOUSING AUTHORITY

Twelve months after the Shelton Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Shelton Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

A. Nonpayment of rent or other charges;

The Shelton Housing Authority shall provide for additional time for non-payment of rent due, during emergencies such as the current COVID-19 pandemic, if Federal funding is available to assist tenants with nonpayment of rent and tenants facing eviction for nonpayment of rent in public housing and the Secretary of Housing and Urban Development (HUD) so requires.

a. If the Secretary determines that tenants must be provided with adequate notice to secure Federal funding that is available due to a Presidential declaration of a national emergency:

1. The notice of lease termination required in 24 CFR § 966.4(1)(3) for failure to pay rent must provide such information as required by the Secretary; and
2. Notwithstanding § 966.4(1)(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.

b. Upon the Secretary's determination in paragraph (a) of this section, the PHA will provide notice to all tenants of the requirements in paragraph (a) taking effect.

B. A history of late rental payments.

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.

D. Failure to allow inspection of the unit.

E. Failure to maintain the unit in a safe and sanitary manner.

F. Assignment or subletting of the premises.

G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses).

H. Destruction of property.

- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts.
- J. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes 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. This includes but is not limited to the manufacture of methamphetamine on the premises of the Shelton Housing Authority or on the premises of any other federally assisted housing.
- K. Non-compliance with Non-Citizen Rule requirements.
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority.
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
- N. Alcohol abuse that the Shelton Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- O. Failure to perform required community service or be exempted therefrom.
- P. The Shelton Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.
- Q. Determination that a household member is illegally using a drug or when the Shelton Housing Authority 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. HUD has determined that Medical Marijuana is still a classified drug under the Federal Standards and is NOT allowed in Public Housing.
- R. Criminal activity as shown by a criminal record.
- S. Disconnecting a smoke detector in any manner, removing any batteries from a Smoke Detector, Carbon Monoxide Detector, or failing to notify the Housing Authority if any detector is inoperable for any reason and
- T. Other good cause.

If an individual or family's lease is terminated for criminal activity, the Shelton Housing Authority will notify the local post office serving the development that the individual or family no longer lives there.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Shelton Housing Authority will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Shelton Housing Authority will require a leaseholder 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 an action or failure to act that warrants the termination.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Shelton Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, Shelton Housing Authority may require the leaseholder to submit evidence of one of the above 3 statements.

In deciding whether to exercise their discretion to terminate an individual or household that has engaged in criminal activity, the Shelton Housing Authority will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse termination, or eviction decision. Before the Shelton Housing Authority evicts an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The Shelton Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If the Shelton Housing Authority proposes to terminate assistance on the basis of a criminal record, the Housing Authority will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before the Housing Authority grievance hearing or court trial

concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. The family will have ten (10) business days to dispute the accuracy and relevance of the record in writing. If the Housing Authority does not receive the dispute within the allotted time, the family will be terminated.

VAWA PROTECTIONS

Under the Violence Against Women Act (VAWA), (notwithstanding the title of the statute, protections are not limited to women but cover victims regardless of sex, gender identity, or sexual orientation). Public housing residents have the following specific protections, which will be observed by the SHELTON HOUSING AUTHORITY:

An applicant for assistance or a tenant/participant receiving assistance under a covered housing provider may not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis or as a direct result of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Shelton Housing Authority shall provide each applicant and resident a HUD prescribed Notice of Occupancy Rights and Certification form. This notice shall also be provided with any notice of eviction. In addition, the Authority shall make an adopted Emergency Transfer Plan and Emergency Transfer Request available upon request.

The Shelton Housing Authority shall keep a record of all emergency transfer requests requested under the Emergency Transfer Plan and the outcome of these requests for three years.

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault, or stalking to family members or affiliated individuals without terminating the assistance or evicting victimized lawful occupants. This is also true even if the household member or affiliated individual is not a signatory to the lease. Under VAWA, the Shelton Housing Authority is granted the authority to bifurcate the lease. The VAWA victim must be the one who retains the assistance.

The Housing Authority will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of the Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the Housing Authority evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. 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, and the length of time before the potential harm would occur.

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The Shelton Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined below, and must be submitted within 14 business days after receipt of the Housing Authority’s written request for verification.

VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

The Shelton Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. The request for verification shall take the form of a written request by the Shelton Housing Authority to the claimant.

A. Requirement for Verification. The law allows, but does not require, the Shelton Housing Authority to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

1. ***HUD-approved form*** - By providing to the Housing Authority a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse

meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator, only if the name of the perpetrator is safe to provide and is known to the victim.

2. ***Other documentation*** - by providing to the Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. ***Police or court record*** – by providing to the Housing Authority a Federal, State, tribal, territorial, or local law enforcement or court record describing the incident or incidents in question.

- B. ***Time allowed to provide verification/failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by the Housing Authority to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.
- C. ***Managing conflicting documentation.*** In cases where the Housing Authority receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Shelton Housing Authority may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. The Shelton Housing Authority shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

CONFIDENTIALITY

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence, and shall not be entered into any Housing Authority shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing.

- B. Required for used in an eviction proceeding or
- C. Otherwise required by applicable law.

The Shelton Housing Authority shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

TERMINATIONS FOR CRIMINAL ACTIVITY [INSERT ONLY IF YOUR STATE IS A HUD-DETERMINED “DUE PROCESS” STATE] NEBRASKA IS A DUE PROCESS STATE

- A. The term “due process determination” means a determination by HUD that law covering the SHELTON HOUSING AUTHORITY’s jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.
- B. HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The SHE has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Shelton Housing Authority’s public housing premises by other residents or employees of the Housing Authority.
 - 2. Any violent or drug-related criminal activity on or off such premises or
 - 3. Any activity resulting in a felony conviction.

ABANDONMENT

The Shelton Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Shelton Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Shelton Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

The Shelton Housing Authority will mail a notice of the sale or disposition to the resident and then wait fourteen (14) days. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until fourteen (14) calendar days after the Shelton Housing Authority mails the notice of abandonment.

Any money raised by the sale of the property goes to cover money owed by the family to the Shelton Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family’s forwarding address is known the Shelton Housing Authority will mail it to the family. If the family’s address is not known,

the Shelton Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Shelton Housing Authority.

Within fourteen (14) calendar days of learning of an abandonment, the Shelton Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

RETURN OF SECURITY DEPOSIT

After a family moves out, the Shelton Housing Authority will return the security deposit within fourteen (14) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Shelton Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within fourteen (14) calendar days.

THE EIV'S DECEASED TENANTS REPORT

The Shelton Housing Authority shall generate the EIV's Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. The Shelton Housing Authority shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, **the Housing Authority shall** immediately visit the unit and determine if it is vacant or occupied by an unauthorized person. If improperly occupied, **the Housing Authority shall** take immediate eviction actions under state law. If the property is occupied by a live-in-aide to the deceased person, the aide must move out immediately and is not eligible for continued occupancy or rental assistance.