

# Standard Operating Policy # 2-27

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**Name of Policy:** SERIOUS OR REPEATED VIOLATIONS OF THE LEASE RESULTING IN TERMINATION OF BENEFITS IN THE HCV PROGRAM

**CFR Reference Number:** 24 CFR 982.552  
b(2) & 982.551

Effective Date: 7/1/07; revised 3/1/10

Approved by Board Resolution # 788-10

The following criteria will be used to determine if a serious or repeated violation of the lease will result in termination of assistance (including but not limited to):

**The following will result in termination of rental assistance:**

- ❖ Vacating the unit in violation of lease and Voucher requirements.
- ❖ Not giving proper written notice, per the Housing Choice Voucher, to the Housing Authority PRIOR to moving (*except in cases covered under VAWA.*)
- ❖ Moving without proper notice to the landlord and/or obtaining a mutual rescission of the lease or court termination of the lease authorizing the participant to break the lease (*except in cases covered under VAWA.*)
- ❖ Participant sublets the unit, signs or transfers the unit to another or provides accommodations to borders/lodgers.
- ❖ Participant permits persons, other than those listed on the lease or approved by the landlord and PHA, to reside in the unit (except additional minor children born to, adopted by, or where legal custody has been awarded to participant). *\*The PHA will terminate assistance, however, a Hearing Officer may allow the participant to add the unauthorized person(s) and repay the Authority monies based upon the repayment policy of the FMHA.*
- ❖ Use of the unit for other than participant residence, unless incidental.

**Participants will be given an opportunity to correct\* the following; however failure to correct the lease violation must result in termination of rental assistance.**

- ❖ Participant's refusal to abide by reasonable rules and regulations for occupancy as established by the landlord including those listed in the lease.
- ❖ Participant does not maintain utilities, and have utilities in their name, for utilities in which the lease deems the participant responsible.
- ❖ Participant installs large appliances, not approved in the lease that would increase energy consumption for any utility the landlord is required to pay without express written permission from the landlord (*excluding washer and dryer if washer and dryer hookups are provided, unless prohibited in the lease.*)
- ❖ Participant has pets, not approved in the lease, without express written permission from the landlord.

- ❖ Participant does not keep the premises and other assigned areas in clean & safe condition, disposing of garbage and other waste and does not prevent health and sanitation problems.
- ❖ Participant makes alterations, changes, repaints or redecorates any part of the unit, interior or exterior without written permission from the landlord
- ❖ Non-Payment of rent or late rent payment.
- ❖ Participant, or participant's guests, violation of the neighbor's rights to peaceful enjoyment.

\*The following Steps will be taken giving the participant an opportunity to correct the violation(s).

- **First Offense**-Deadline will be given indicating what steps need to be taken to correct the violation(s). Violations will be marked in the file.
- **Second Offense**-Final Warning Letter sent notifying the participant of the severity of the violation as well as a non-extendable deadline to correct the violation. The Final Warning Letter must be signed and returned. Failure to meet the deadline and/or sign and return the Final Warning Letter must result in termination of rental assistance. A copy of the letter and the lease violation policy will be sent for the participant's record.
- **Third Offense**- Termination of rental assistance must occur.

**The following violation will be verified by the Housing Quality Standard Inspector**

- ❖ Participant or participant's guests damage the rental unit

*If the participant has vacated the unit and the landlord wishes to submit a claim the PHA will:*

- a.) *Schedule an inspection with the landlord and the HQS inspector, the HQS inspection will document all damage in the rental unit.*
  - *documentation will include the initial inspection book, pictures with the rooms and damage noted and the inspection book from the damage inspection completed for all rooms and exterior.*
- b.) *advise the landlord to submit bills/receipts for those damages (no further action will be taken without this documentation);*
- c.) *The Housing Choice Voucher Manager or Coordinator will review all documentation and send a bill to the participant for damaging their rental unit if the HQS inspector's documentation (damage inspection & original inspection) show that damages did occur and the cost of the repairs is more than the deposit that should have been collected by the landlord (lease agreed amount);*
- d.) *If the participant should dispute this bill a meeting will be scheduled with the Manager or Coordinator to review all documentation used in determining the amount owed.*
- e.) *In the event the participant disputes the decision made by the above, the landlord will be notified that the Authority was unable to reach agreeable amount and will advise the landlord that they will have to take the participant to court to collect. Meanwhile the participant will notified that in the event a judgment is issued regardless of the amount against the participant termination must occur.*