

12.5 Grounds for Termination

Links: [24 CFR 982.455](#); [24 CFR 982.551, 552, 553](#); [24 CFR 5.514\(c\)](#); [24 CFR 5.218\(c\)](#); [24 CFR 982.311\(d\)](#); [Notice PIH 2010-3](#); [Notice PIH 2010-9](#)

Termination of assistance for a Program participant may include any or all of the following actions by LHA:

- Refusing to enter into a HAP contract or approve a lease.
- Terminating housing assistance payments under a HAP contract.
- Refusing to process or provide assistance under portability procedures.

LHA must terminate the participant family for the following reasons:

- Family choice

The family may request that the LHA terminate housing assistance payments on behalf of the family at any time.

- Family with Zero Assistance

If the family has received zero assistance in 180 days LHA will terminate assistance. If the participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero. The family must notify the LHA of the changed circumstances and request an interim re-certification before the expiration of the 180-day period.

- Eviction

Link: [24 CFR 982.552\(b\)\(2\)](#), [24 CFR 5.2005\(c\)\(1\)](#)

The LHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

- Failure to provide consent

Link: [24 CFR 960.259](#)

The LHA will terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any re-certification.

- Failure to document citizenship

Link: [24 CFR 5.514](#); [24 CFR 960.259](#)

The LHA will 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

If the LHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis.

- Failure to Disclose SSN:

Link: [24 CFR 5.218](#), [24 CFR 960.259](#)

The LHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the family'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 family will be able to disclose an SSN by the deadline.

- Threat to Other Participants

The LHA will terminate the lease when any household member engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other participants or by persons residing in the immediate vicinity of the premises. Immediate vicinity means within a three-block radius of the premises.

- Methamphetamine Conviction:

Link: [24 CFR 966.4](#)

The LHA will immediately terminate the lease if LHA determines that any household member has ever been convicted of manufacture or production of methamphetamine in any location, and/or on the premises of federally-assisted housing.

- Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation

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

- Other Serious or Repeated Violations of the Family Obligations of the HCV Program

- Fugitive Felon or Parole Violator

If a participant 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, 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 participation in the HCV program, become subject to a registration requirement under a state sex offender registration program regardless whether it is for life time or not.
- Crime On or Off the Premises
 - Drug related convictions; Alcohol related convictions (if it indicates an ongoing pattern); Fraud;
 - Acts of violent behavior convictions; and or Crimes of violent behavior

Applicants/participants must report any convictions from criminal activity which occurs after the application review (this includes residents, participants and those that have not yet moved into LHA assisted housing program(s)).

LHA will allow applicants and participants to address and present mitigating circumstances regarding criminal background checks prior to final decision.

HCV Program Violations That May Lead to Termination

- Discovery of facts after admission to the program that would have made the participant ineligible.
- Discovery of false statements or fraud by the participant in connection with an application for assistance or with a re-certification of income.
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for the LHA to make determinations with respect to rent, eligibility, and unit size.
 - Information not provided: After issuance of the termination notice, but before the effective date of the termination, the participant may provide the missing data. It is solely LHA's discretion whether to accept the data or to proceed with termination.
- Missed appointments per policy and procedure requirements.
- Failure to transfer to an appropriate size unit based on family composition, upon notice by the LHA that such a move is required for HQS compliance.
- Failure to permit access to the unit by the LHA after proper advance notification for the purpose of performing routine inspections.
- Failure to inform the LHA within 30 calendar days of the birth, adoption or court-awarded custody of a child.
- If the family has breached the terms of a repayment agreement entered into with the LHA.
- If a household member has engaged in or threatened violent or abusive behavior toward LHA personnel.
 - Abusive or violent behavior towards LHA 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.
- Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- If the family does not remedy family-caused HQS failures in the required timeframe.
- If the family does not allow LHA to inspect the unit at reasonable times and after reasonable notice.
- If any family member commits lease violations, including but not limited to:
 - If the family does not give proper notice to LHA and the owner before moving out of the unit.
 - The family does not give LHA a copy of any owner eviction notice as required in this Administrative Plan.
 - If the family is not using the assisted unit for residence by the family and/or the assisted unit is not the family's only residence.
 - If the family has non-approved persons residing in the unit.
 - If the family does not promptly notify LHA that a family member no longer resides in the assisted unit.
 - If the family engages in profit making activities in the assisted unit which are not incidental to the primary residential use of the unit. Limitation on Profit Making Activity in the Unit:
 - If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it is considered a violation.
 - If LHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.
- If the family subleases, lets, assigns the lease or transfers the unit.
- If the family does not notify LHA of an absence from the unit, and if the family does not provide LHA any requested information regarding the absence.
- If the family owns or has any interest in the unit (Except in the case of homeownership participants).
- If any family member is receiving or received Section 8 participant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative housing assistance program.
- If the family breaches an agreement with LHA to pay amounts owed to LHA or amounts paid to an owner by LHA.
- Insufficient ACC funding to support continued assistance for families in the program. In such event, LHA will follow the procedures outlined in LHA's Management Procedures.
- If the family fails to disclose to LHA any HUD notification it has received regarding discrepancies in the amount or verification of family income.
- Any other HUD required reason.

Special Termination of Assistance

In the event that funding is insufficient to cover the monthly HAP expenditures, the following actions will be taken:

1. Suspend the offering of repayment agreements for any newly discovered fraud related issue. The household will be terminated with full informal hearing rights.
2. If there is still insufficient HUD funding after terminating assistance to households as indicated in #1, those households with the highest asset value will have their assistance terminated as needed to the point that the funding is sufficient to cover the remaining monthly HAP payments to landlords.

Family Self-Sufficiency (FSS) Participants

LHA will not deny or terminate the Section 8 assistance if a family fails to comply with the Contract of Participation. However, LHA may take the following action against a Family Self-Sufficiency family:

- Withhold Supportive Services
 - If the family has repeatedly failed to comply with the requirements of the Contract of Participation and/or other rules outlined in the FSS Action Plan, the LHA will withhold supportive services.
 - The family will be notified of the action to be taken.
- Recommend probation or terminate the family's participation in the FSS Program.
 - If after counseling and negotiating with the family, they still fail to comply with the Contract of Participation, LHA will inform the family of the action to be taken (probation or termination of their participation in the FSS Program).
 - The family will have 15 calendar days to request an informal hearing. The LHA will conduct the hearing and inform the family within 15 calendar days of the hearing of their final decision.
- Withholding of the Escrow Account
 - If a family fails to comply with the Contract of Participation and they are terminated from participation in the FSS Program or they leave the program before completion, the escrow account will be forfeited according to current regulations.

12.6 Termination Notification

In any case where the LHA decides to terminate assistance to the family, the LHA will give both the family and the owner a 30 calendar day written termination notice. However, if a family vacates the unit without informing the LHA, 30 days-notice will not be given. In these cases, the notice to terminate will be sent and effective at the time the LHA learns the family has vacated the unit. The notice of termination will state:

- Specific reasons for the termination
- Effective date of the termination
- Family's right to request an informal hearing
- Family's responsibility to pay the full rent to the owner if it remains in the assisted unit after the termination effective date
- Copy of criminal record (if the criminal record is the basis of the termination).
- Protection Rights under the Violence Against Women's Act

When a family requests to be terminated from the program they must do so in writing to the LHA. The LHA will then send a confirmation notice to the family and the owner within 15 calendar days of the family's request, but no later than the termination effective date (as requested by the family).

12.7 Removal of a Family Member from the Application

Link: [24 CFR 982.552\(c\)\(2\)\(ii\)](#)

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon LHA request.

12.8 Reasonable Accommodation Related to Denials or Terminations

Link: [24 CFR 982.552\(2\)\(iv\)](#)

LHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation.

When applicants with disabilities are denied assistance, the notice of denial must inform them of LHA's informal review process and their right to request a review. In addition, the notice will inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, LHA will determine whether the behavior is related to the disability. If so, upon the family's request, LHA will determine whether alternative measures are appropriate as a reasonable accommodation. LHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

12.9 Repayment Agreements

Link: [PIH Notice 2018-18](#)

If a family owes amounts to the LHA, as a condition of continued occupancy, LHA may require the family to repay the full amount or to enter into a repayment agreement, within 30 calendar days of receiving notice from the LHA of the amount owed. The family will have the option to repay the amount owed as follows:

- In a lump sum payment; or
- Monthly installment; or
- A combination lump sum payment and monthly installments

Any repayment agreement between the LHA and a family must be signed and dated by the LHA and by the head of household and spouse/co-head (if applicable). If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, LHA will terminate the family's tenancy and utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

Notice PIH 2018-18 recommends that the total amount that a family must pay each month-the family's monthly share of rent plus the monthly debt repayment amount-should not exceed 40 percent of the family's monthly adjusted income. However, a family may already be paying 40 percent or more of its monthly adjusted income in rent. The PIH notice acknowledges that PHA's have the discretion to establish "thresholds and policies" for repayment agreements with families.

The repayment agreement will include the total amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Generally, the LHA repayment agreements will not exceed a term of 24 months. If a family can provide evidence satisfactory to the PHA that the required payment applicable to the family's debt would impose an undue hardship, the PHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the PHA will consider all relevant information, including the following:

- The amount owed by the family to the PHA
- The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control
- The family's current and potential income and expenses
- The family's current share, as calculated under 24 CFR 982.515
- The family's history of meeting its financial responsibilities

The LHA generally will not enter into a repayment agreement with a family if:

- There is already a repayment agreement in place with the family
- If the LHA determines that the family committed program fraud
- If the amount is greater than \$2,000, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

LHA may at any time not enter into a repayment agreement and instead terminate the family's tenancy and pursue alternative collection methods. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and may be reported in HUD's EIV system as a debt owed. LHA may take such action, as necessary, to collect the amounts owed.