

LORAIN METROPOLITAN HOUSING AUTHORITY

PUBLIC HOUSING POLICY REGARDING TERMINATION OF LEASE & EVICTION

Revised July 2017

- A. The LMHA shall not terminate or refuse to renew the Lease other than for serious or repeated violation(s) of material terms of the Lease, such as:
1. Obligations of the Tenant identified in Paragraphs 4 and 7 of the Lease.
 2. Non-payment of rent or other charges due under the Lease including without limitation (utilities, maintenance, air conditioner surcharges, excessive water surcharges, late fees).
 3. Repeated late payment of rent.
 4. Serious or repeated interferences with the rights of other residents of the Development.
 5. Serious or repeated damage to the Unit or the Development.
 6. Alteration, repair, sale, destruction or other disposition of the leased unit or any part thereof.
 7. Failure to report a change of income, employment, identity of Household Members, or failure to provide any other information required by this Lease.
 8. Keeping an animal in or around the Unit in violation of Page 10; Paragraph N.
 9. Refusing to move to the appropriate size unit when a change in the Tenant's household composition renders the current unit over or under-occupied.
 10.
 - a. Any criminal activity engaged in by the tenant, any household member, guest, or another person under the Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - b. Any drug related criminal activity engaged in, on or off the premises by the tenant, any household member, or guest; or
 - c. Any drug-related criminal activity engaged in, on the premises by another person under the tenant's control; or
 - d. Any member of the household has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or
 - e. Any member of the household engages in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or who furnishes false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug users or alcohol abusers; except that

f. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking 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 the tenant if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, sexual assault, or stalking and, as a result, could not control or prevent the criminal activity relating to domestic violence, dating violence, sexual assault or stalking; and except that nothing in this clause may be construed to limit the authority of LMHA to evict individuals who engage in criminal acts of physical or sexual violence against family members or others.

- 11.** Serious or repeated violation of any of the rules or regulations applicable to the Tenant's Unit or the Development as posted and in effect.
- 12.** Failure to comply with the HUD mandated requirement for resident performance of eight (8) hours monthly of community service or participation in an economic self-sufficiency program (unless otherwise exempt as defined in the Community Service Policy available at LMHA Offices).
- 13.** A breach of any prior lease between Tenant and LMHA that would constitute grounds for termination provided that such breach was unknown to LMHA as of the effective date of this lease.

B. The LMHA shall give written notice of termination of this Lease:

- 1.** Fourteen (14) calendar days in the case of failure to pay rent.
- 2.** A reasonable time considering the seriousness of the situation (a minimum three (3) days and not to exceed thirty (30) days):
 - a.** If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - b.** If any member of the household has engaged in any drug-related criminal activity or violent criminal activity;
 - c.** If any member of the household has been convicted of a felony.
- 3.** Thirty (30) Calendar days in any other case, except if a State or local law allows a shorter notice period, such shorter period shall apply.

The notice of Lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine LMHA's documents directly relevant to the termination or eviction. When the LMHA is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the LMHA's grievance procedure.

A notice to vacate, which is required by State or local law, may be combined with and given concurrently with a notice of Lease termination.

A 3-Day Notice to Leave the Premises, (an Eviction Notice), shall be personally delivered to the tenant by the Manager or the LMHA Police Investigator or posted at their usual place of abode. This notice is also sent via USPS first class mail. This Notice may expire concurrently with the Notice of Termination of Lease.

A Notice of Termination of Lease and an Eviction notice shall expire only on a regular business day.

Upon expiration of the Eviction Notice, Management may send the appropriate documents to the LMHA attorney's office to file of an eviction hearing before the appropriate Local Municipal Court.

Prior to the actual eviction hearing before the local magistrate, LMHA, at its discretion, may decide to accept payment in full (including filing and reasonable attorney fee's) to dismiss the eviction.

Once the magistrate has rendered a decision in favor of LMHA, LMHA's practice is to not reverse the decision. LMHA may charge the tenant filing fees once the eviction is granted by the court.

If, during an eviction court hearing, an agreement is made between LMHA and the tenant to offer the tenant an opportunity to pay by a particular date, and if payment is not made by the agreed upon deadline, then LMHA will not extend the deadline and will execute the eviction.

- C. When the LMHA is required to afford the Tenant the opportunity for hearing under the LMHA's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- D. When the LMHA is not required to afford the Tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the Lease termination, and the LMHA has decided to exclude such grievance from the grievance procedure, the notice of Lease termination shall;
 - 1. State that the Tenant is not entitled to a grievance hearing on the termination.
 - 2. Specify that the judicial eviction procedure to be used by the LMHA provides the Tenant with an opportunity for a hearing in court and the basic elements of due process as defined in HUD regulations.
 - 3. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in 24 C.F.R. §§ 966.51(a)(2)(i)(A) & (B).
- E. The LMHA may evict the Tenant from the Unit only by bringing a court action.
- F. In deciding to evict for criminal activity, the LMHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by Household Members, and the effects that the eviction would have on the Household Members not involved in the proscribed activity. LMHA may evict a tenant by judicial action for criminal activity if it determines that a covered person has engaged in criminal activity, regardless of

whether the covered person has been convicted for such activity and without satisfying the standard of proof used for a criminal conviction. In appropriate cases, the LMHA may impose a condition that Household Members who engaged in the proscribed activity will not reside in the Unit. The LMHA may require a Household Member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the Unit.

- G.** Notice to Post Office: When the LMHA evicts an individual or family from a dwelling Unit for engaging in criminal activity, including a drug-related criminal activity, the LMHA shall notify the local Post Office serving that dwelling Unit that such individual or family is no longer residing in the dwelling Unit. (This action will be taken so that the Post Office will terminate delivery of mail for such persons at the Unit, and such persons will not return to the Development for pickup of the mail.)

- H.** The LMHA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an LMHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of LMHA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice or Lease termination shall inform the Tenant of the: Tenant's right to examine LMHA's documents, records and regulations concerning such termination of tenancy or eviction. If LMHA does not make documents available for examination upon request by the Tenant in accordance with this paragraph, LMHA may not proceed with the eviction.