

## Part Nine: Terminations of Dwelling Lease

- I. Overview:** The PHA Dwelling Lease is an annual lease that may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the tenant. The PHA may refuse to renew the lease at the time of reexamination, or the PHA may initiate a termination action against a tenant for non-payment of rent, or for other cause. **Refer To:**  
§966.4(a)
- II. Voluntary Terminations**
- A. Required Notice:** Before a tenant vacates their unit, the tenant is required by the lease to give a 30-day written notice terminating the lease to the management office. If the 30 day notice is given before the end of the year lease, the tenant will be held responsible for rent until the end of the lease term or until the unit is re-rented, whichever comes first. The tenant’s obligation to pay rent continues until the end of the notice period, except if the unit is re-rented sooner. (*See E. below*). §966.4(k)(ii)  
(1)
- B. Vacates Due to Death, Illness, or Nursing Home Admission:** In general, a 30-day written notice from a family member will be required. (*See A. above*). However, the management staff will attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit.
- C. Moving Without Notice:** If a tenant moves without giving notice (*known as a “skip”*), or without giving proper notice, the tenant owes rent for the month in which the management office receives information that the unit is vacant and for any month until the lease is fulfilled or a new tenant takes over the unit.
- D. Negotiated Vacates:** Occasionally a vacate date is negotiated as part of a court settlement, a hearing settlement, or to avoid a termination action. In these cases, no further written notice is required.
- E. Rent Cut-Off Dates:** Rent will be charged through the effective date of the lease. If the tenant vacates before the end of notice period, turns in the keys to Maintenance or management, the unit is readied, **and** the unit is re-rented to a new tenant before the end of the notice period, the vacating tenant will not be liable for rent from the date the new tenant signs the lease for that unit until the

end of the notice period.

**F. Effect of Giving Notice to Vacate:**

- 1. Except as provided in #2. below, once a tenant has given written notice to the PHA that he or she is terminating the Dwelling Lease and vacating his or her unit, the tenant will not be allowed to cancel, revoke, or otherwise change the notice unless otherwise approved by Management.
- 2. If the unit has not been shown and accepted for re-rental by a new or transferring tenant, the vacating tenant may request PHA Management to agree to an extension of the vacate date or, in a case of hardship, may request PHA Management to allow the notice to be cancelled by the tenant. Any agreement to a change in the vacate date or a cancellation of the notice is at the discretion of the PHA and will be made in writing.
- 3. If a tenant fails to vacate the unit on the vacate date stated in the notice to PHA Management or as otherwise agreed in writing between the tenant and the PHA, PHA Management may file an Unlawful Detainer action in court alleging an illegal holdover past the termination of the lease.

**G. Move-Out Charges:** When a tenant gives notice to vacate, the tenant will be given written information about what needs to be done to leave the unit in acceptable condition and to avoid charges for excessive cleaning, damage, and wear and tear beyond normal usage. Within a day of receiving the keys from the vacating resident, management will inspect the unit. After Maintenance has readied the unit, the Housing Manager will determine what charges, if any, must be assessed to the vacating resident for damage, excessive cleaning, removal of trash, etc. Within 21 days of the end of the notice period, the vacating tenant will receive any remaining security deposit and applicable earned interest and/or a statement of charges assessed.

§966.4(b)(2)  
§966.4(g)  
§966.4(b)(5)

**III. Non-Renewal of Dwelling Lease**

**A. Community Service Requirement:** See Part Six. VIII.

**B. Right to Hearing:** Tenants who are notified of the non-renewal of their lease have a right to a hearing in accordance with the PHA’s Grievance Procedure. The non-renewal notice will include a notice of this right, together with a copy of the Grievance Procedure.

§966.4(1)(3)  
(ii)

**IV. Lease Termination For Non-Payment of Rent**

- A. Timing of Notice:** If rent or amounts covered by a monthly payment agreement are not paid in full by the fifth day of the month, a Notice of Termination terminating the Dwelling Lease in 14 days will be sent to the tenant. After the expiration of the 14-day period, an Eviction Action will be filed against the tenant in the appropriate court. §966.4(1)(3)
- B. State Law Regarding Termination for Non-Payment:** The Eviction Action will be served on the tenant household. Minnesota State Statutes governing Eviction Actions and hearings and procedures will be followed.
- C. Writ of Restitution; Physical Eviction:** If the court rules in the PHA’s favor and issues a writ of recovery of the premises and the writ is served on the tenant, the PHA will not accept rent payments, and the tenant must voluntarily move or be physically moved out in the presence of the Sheriff.
- D. Debts Owed:** If a former resident does not promptly repay the PHA for monies owed, the PHA will report the debt to HUD using the online EIV system. The PHA may also submit the claim for repayment through the Minnesota Revenue Recapture Program.

**V. Lease Termination For Cause:** The Dwelling Lease may be terminated at any point during tenancy for serious or repeated violations of the lease terms. §966.4(1)(2)

- A. Serious Lease Violations:** Housing Managers will act promptly to propose termination in serious situations that are affecting any of the following:
  1. The property, other tenants, staff, or neighbors;
  2. The well being of the building, development, or neighborhood.
- B. Repeated Lease Violations:** Housing Managers will initiate lease terminations based on repeated lease violations, including but not limited to chronic late payment of rent.

If the PHA receives rent late from a tenant four times during a 12-month period, the tenant is subject to Dwelling Lease termination.

- C. PHA Actions Prior to Termination:** In cases of repeated violations of the Dwelling Lease, the PHA Housing Manager will

## PUBLIC HOUSING ADMISSION & OCCUPANCY POLICIES

issue warnings and take other actions to assist the tenant with lease compliance prior to issuance of a lease termination.

- D. Notice of Lease Termination:** Notice of Lease Termination will be in writing and will be either delivered to the tenant or an adult member of the tenant's household or sent by first class mail. The Termination Notice will give the date by which the tenant must vacate, list the lease provisions violated, describe the specific incident(s) for which the termination is being issued, and indicate any rights the tenant may have to challenge the termination.
- E. Timing of Notice of Lease Termination:** In accordance with Minnesota State law, if illegal drugs or other illegal items are seized on the premises, this is considered an emergency and termination may be immediate. In cases where PHA Management determines that there may be a serious threat to the health or safety of others, that is also considered an emergency termination. The termination notice will be effective in a reasonable time considering the seriousness of the situation. In all other terminations for cause other than non-payment of rent, the tenant will be given at least 30 days notice of the termination.
- F. Tenant Right to Respond to a Notice of Lease Termination:** In cases of emergency terminations, the tenant is excluded from the PHA's Grievance Procedure. This exclusion does not affect any rights the tenant might have in an appropriate judicial proceeding. In other terminations for cause, the tenant may request a personal conference and/or a Grievance Hearing in accordance with the PHA's Grievance Procedure, included in this document as Appendix B. A copy of the Grievance Procedure will be provided to the tenant with the Notice of Termination.
- G. Action for Tenant Failure to Vacate on the Date of the Termination Notice:** If a tenant does not vacate by midnight on the effective date of the Termination Notice and no other agreement between tenant and management has been negotiated, an Unlawful Detainer will be filed in the appropriate court. A Writ of Restitution may be issued by the court and served on the tenant. If the tenant still does not return the property to the PHA by vacating, the tenant will be physically moved out in the presence of the Sheriff.
- H. Abandonment:** If a tenant is absent from the unit leased for at least 14 consecutive calendar days and rent is unpaid, the PHA has the right to consider the property abandoned and to take possession of the unit. Any personal property left by the tenant may be considered abandoned and disposed of in accordance with Minnesota state law.

## *PUBLIC HOUSING ADMISSION & OCCUPANCY POLICIES*

- I. Victim of Domestic Violence:** The PHA will not terminate a tenant's lease based on serious or repeated lease violations or criminal activity related to domestic violence, dating violence or stalking, where the tenant is a victim of that domestic violence, dating violence or stalking. The PHA may require a tenant who is or claims to be a victim of domestic violence to provide a signed certification or other documentation. (See Appendix J, VAWA Policy)
  
- J. Bifurcation of Leases:** The PHA may bifurcate or split a lease to remove a household member who engages in criminal acts of physical violence against family members or others. (See Appendix J, VAWA Policy)
  
- K. Reporting Lease Terminations for Cause:** The PHA will report all lease terminations for cause to HUD using the online EIV system.