

## **TERMINATION POLICY**

Termination of assistance occurs when a tenant is no longer eligible for subsidy or to enforce HUD program requirements. It results in the loss of subsidy to the tenant. Tenants whose assistance is terminated may remain in the unit, but they must pay the market rent, full contract rent or 110% of BMIR rent.

Termination of tenancy refers to the end of the household's occupancy in the property. Tenancy may be terminated by the tenant when the family wishes to move or by the owner. Termination of tenancy by the owner is the first step in the eviction process and is often used interchangeably with the term eviction.

**To terminate this Agreement, the Tenant** must give the Landlord 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is rented, whichever date comes first.

The SHA expects tenants to comply with the program requirements as established in the lease.

**The Landlord may terminate this Agreement** for the following reasons:

1. The Tenant's material noncompliance with the terms of this Agreement;
2. The Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
3. Drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
4. Determination made by the Landlord that a household member is illegally using a drug;

5. Determination made by the Landlord 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;
6. Criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
  - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
  - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises
7. If the tenant 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, or that in the case of the State of New Jersey, is a high misdemeanor;
8. If the tenant is violating a condition of probation or parole under Federal or State law;
9. Determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
10. If the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
11. If the tenant fails to provide required information at an annual or interim recertification, including changes in family composition, or changes in income or Social Security numbers;
12. If the tenant fails to sign and submit required consent and verification forms;

- 13. If the tenant refuses to transfer to a different unit within 30 days of the owner's notification;
- 14. If the tenant has begun receiving assistance but the owner is unable to establish citizenship or eligible immigration status for any family member;
- 15. If the tenant has income sufficient to pay full contract rent;
- 16. If tenant fails to pay the rent or the increased rent;

Head \_\_\_\_\_

Co Head \_\_\_\_\_

Date \_\_\_\_\_

Property Manager/Clerk \_\_\_\_\_