

Chapter 13

LEASE TERMINATIONS

INTRODUCTION

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance.

Likewise, there are safeguards to protect HUD's interest in the public housing program. The DMMHA has the authority to terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. The DMMHA may provide notice and take immediate action to terminate the lease for the violations identified in this chapter, or the DMMHA may elect not to renew the lease agreement at the end of the lease term (referred to herein as "non-renewal"). Termination and non-renewal are subject to the same terms and conditions set forth in this Chapter, and "lease termination" or "termination" shall, for purposes of this Chapter, include termination by non-renewal.

For purposes of this Chapter, "premises" means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds. (24 CFR 5.100.)

This chapter presents the policies that govern voluntary terminate of the lease by the family and the mandatory and voluntary termination and/or non-renewal of the lease by DMMHA. It is presented in four parts:

Part I: Termination by Tenant. This part discusses the DMMHA requirements for voluntary termination of the lease.

Part II: Termination by DMMHA - Mandatory. This part describes circumstances when termination of the lease by DMMHA is mandatory this part also explains nonrenewal of the lease for noncompliance with community service requirements.

Part III: Termination by DMMHA – Other Authorized Reasons. This part addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. This part also presents the prohibition against terminating tenancy of victims of domestic violence, dating violence, and stalking.

Part III.1: Alternatives to Termination of Tenancy. The part sets forth federal requirements and DMMHA policy in relation to "over-income" families – families with incomes determined to exceed 120 percent of area median income for two consecutive year.

Part IV: Records Checks, Assessment, Notification Requirements, Eviction Procedures, and Record Keeping. This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and DMMHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination

Part V: No Trespass Policy. This part sets forth the DMMHA policy against trespassing on the premises following lease termination.

PART I: TERMINATION BY TENANT

13-I.A. TENANT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k) (1) (ii) and 24 CFR 966.4(l) (1)]

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the property site office or the DMMHA central office or sent by pre-paid first-class mail, properly addressed.

PART II: TERMINATION BY DMMHA – MANDATORY

13-II.A. OVERVIEW

HUD requires the DMMHA to terminate the lease in certain circumstances. For those tenant actions or failures to act where HUD requires termination, the DMMHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires the DMMHA to terminate the lease.

13-II.B. REASONS FOR TERMINATION

A. Failure to Provide Consent [24 CFR 960.259(a) and (b)]

The DMMHA must terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign. See Chapter 7 for a complete discussion of consent requirements.

B. Failure to Document Citizenship [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

The DMMHA must 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; or (3) a family member, as determined by the DMMHA, has knowingly permitted another individual who is not eligible for assistance to reside in the unit for more than allowed by the lease. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

C. Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), 24 CFR 960.259(a) (3), Notice PIH2018-24]

The DMMHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

See Chapter 7 for a complete discussion of documentation and certification requirements.

D. Methamphetamine Conviction [24 CFR 966.4(l) (5) (i) (A)]

The DMMHA must immediately terminate the lease if the DMMHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

E. Lifetime Registered Sex Offenders [Notice PIH 2012-28]

Should DMMHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the DMMHA must immediately terminate assistance for the household member.

In this situation, the DMMHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the DMMHA must terminate assistance for the household.

F. Noncompliance with Community Service Requirements [24 CFR 966.4(l) (2) (ii) (D), 24 CFR 960.603(b) and 24 CFR 960.607(b) (2) (ii) and (c)]

The DMMHA is prohibited from renewing the lease at the end of the 12-month lease term when the family fails to comply with the community service requirements as described in Chapter 11.

G. Death of A Sole Family Member

The DMMHA must terminate the lease following the death of the sole family member.

PART III: TERMINATION BY DMMHA – OTHER AUTHORIZED REASONS

13-III.A. OVERVIEW

Besides requiring DMMHA to terminate the lease under the circumstances described in Part II, HUD requires the DMMHA to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require DMMHA to terminate for such violations in all cases. The DMMHA has the discretion to consider circumstances surrounding the violation.

In addition, HUD authorizes DMMHA to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or for other good cause. The DMMHA must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of the DMMHA lease.

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require DMMHA to terminate for such violations; therefore, DMMHA policies are needed.

The DMMHA will consider, at its sole discretion, all relevant circumstances when determining whether a family's lease will be terminated, including but not limited to the following factors:

- The seriousness of the case, lease violation (including but not limited to seriousness of the criminal conduct if applicable), especially with respect to how it could affect other residents.
- The extent of participation or culpability of the individual or family in the offending action, including but not limited to whether the culpable family member is a victim of domestic violence, dating violence, sexual assault, or stalking (as discussed further in section 13-III.D).
- In the case of illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or otherwise successful rehabilitation.
- In the case of criminal activity or drug or alcohol abuse, the effects that the eviction would have on family members not involved in the offending activity.
- In the case of criminal activity or drug or alcohol abuse, the extent to which the individual or family has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

In the case of eviction due to (1) criminal activity or alcohol abuse, including the commission of drug-related activity on or off the premises; (2) the presence of one who may present a threat to other residents, including a fugitive felon or parole violator; and/or (3) alcohol abuse by the resident subject to eviction, the DMMHA may require an individual or family to exclude a family member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination as described in this paragraph.

13-III.B. REASONS FOR TERMINATION

A. Drug-Related Crime on or Off the Premises; Illegal Drug Use [24 CFR 966.4(l) (5) (i) (B)]

The DMMHA will terminate the lease as follows, subject to consideration of all relevant circumstances as set forth in Section 13-III.A:

1. For drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household, and/or for any such activity engaged in on the premises by any other person or guest under the tenant's control.
2. If the DMMHA determines that a household member is illegally using a drug or 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.
3. If the DMMHA determines that a household member has furnished false or misleading information concerning illegal drug use or rehabilitation of illegal drug users.

The DMMHA may terminate the lease by judicial action for criminal activity if the DMMHA determines that the tenant/family has engaged in the criminal activity, regardless of whether the tenant/family has been arrested or convicted for such activity, and without satisfying the standard of proof used for a criminal conviction.

B. Threat to Other Residents [24 CFR 966.4(l) (5) (ii) (A)]

The DMMHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including DMMHA management staff residing on the premises), or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, subject to consideration of all relevant circumstances as set forth in Section 13-III.A.

The DMMHA may evict the tenant by judicial action for criminal activity if the DMMHA determines that the tenant/family has engaged in the criminal activity, regardless of whether the tenant/family has been arrested or convicted for such activity, and without satisfying the standard of proof used for a criminal conviction.

C. Alcohol Abuse [24 CFR 966.4(l) (5) (VI) (A)]

DMMHA must establish standards that allow termination of tenancy if the DMMHA determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

The DMMHA will terminate the lease as follows, subject to consideration of all relevant circumstances as set forth in Section 13-III A:

1. If the DMMHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. If the DMMHA determines that a household member has furnished false or misleading information concerning alcohol abuse or rehabilitation of alcohol abusers.

D. Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l) (2) (i) and 24 CFR 966.4(f)]

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

DMMHA will terminate the lease for serious or repeated violations of material terms of the lease, subject to consideration of all relevant circumstances as set forth in Section 13-III A. Serious violations include, but are not limited to:

1. Failure to make payments due under the lease, including nonpayment of rent, repeated late payment of rent or other charges. Three or more late payments within a 12-month period shall constitute a repeated late payment and repeated violation of the lease and its attachments. Three or more notices for the same infraction within a 12-month period shall constitute repeated violations...
2. Failure to fulfill household obligations as described in Tenant Responsibilities (paragraph 11 of the lease).
3. Being away from the leased unit for more than 180 consecutive calendar days

E. Other Good Cause [24 CFR 966.4(l) (2) (iii)]

DMMHA will terminate the lease for other good cause, subject to consideration of all relevant circumstances as set forth in Section 13-III A. Other good cause includes, but is not limited to:

1. Discovery after admission to the program of facts that made the tenant ineligible at the time of application or at a later date.
2. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income.
3. Failure of a family member to comply with the community service requirement of the program as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term.
4. Failure to accept the DMMHA's offer of a lease revision to an existing lease, on a form adopted by the DMMHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family, all as further described in Chapter 8 of this Plan.
5. Acts and/or threats of violent or abusive behavior, either verbal or physical, as determined by DMMHA staff, toward DMMHA staff, agents, contractors, or others acting on behalf of the DMMHA.

F. Fugitive Felons or Parole Violators [24 CFR 966.4(l) (5) (ii) (B)]

The DMMHA may terminate the tenancy if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is or, at the time that the crime was committed, was a felony under the laws of the place from which the individual flees, or for violating a condition of probation or parole imposed under federal or State law.

13-III.C. PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, DATING VIOLENCE, AND STALKING [24 CFR 5.2005]

VAWA Protections against TerminationThe Violence against Women Reauthorization Act of 2013 (VAWA), provides that “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 the tenancy or occupancy rights, if the tenant or affiliated individual of the tenant’s family is the victim or threatened victim of that abuse.”

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

The Violence against Women Reauthorization Act of 2013 further explicitly prohibits DMMHA from considering incidents of actual or threatened domestic violence, dating violence, sexual

assault, or stalking as “other good cause” for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence. (24 CFR 5.2005 c (1)).

A. Definitions

For the definitions of *domestic violence*, *dating violence*, *sexual assault*, *stalking*, and *immediate family member*, see section 3-III.F.

B. VAWA and Other Laws [24 CFR 5.2009, 24 CFR 5.2005(d)]

VAWA does not supersede any other federal, state, or local law that provides greater protection to victims of domestic violence, dating violence, or stalking.

Moreover, VAWA does not limit DMMHA’s duty to honor court orders issued to protect a victim or to address the distribution of property when a family breaks up.

C. Limits on VAWA Protections [24 CFR 5.2005(b), 24 CFR 5.2005(e)]

While VAWA prohibits DMMHA from using domestic violence, dating violence, sexual assault, or stalking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit DMMHA’s otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, or stalking providing that the DMMHA does not subject the victim to a more demanding standard than other tenants.
- VAWA does not limit DMMHA’s authority to terminate the tenancy of any public housing tenant if the DMMHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s tenancy is not terminated. In order to demonstrate an actual and imminent threat, DMMHA must have objective evidence of words, gestures, actions, or other indicators.

In the event that DMMHA is made aware that the reason for the lease violation resulted from domestic violence, the following considerations may be given in accordance with the Violence Against Women Reauthorization Act of 2013. The Act covers all victims of domestic violence, dating violence, sexual assault, or stalking and is not gender specific.

The Act states that DMMHA cannot evict tenants simply because they are, or have been, victims of domestic violence, dating violence, sexual assault, or stalking. Therefore, the DMMHA will inform tenants of their right to dispute a notice of lease violation and/or eviction action by certifying that they are a victim of domestic violence, dating violence, sexual assault, or stalking.

The certification must include but is not limited to:

- The tenant notifying DMMHA in writing of victim status within fourteen (14) days of the notification of lease violation and/or eviction action in accordance with the policies in Chapter 16 Section VI.E of this Plan.
- The incident must have occurred within thirty (30) days of notification of a lease violation and/or eviction action.
- The domestic violence, dating violence or stalking must be directly related to the reason for the lease violation and/or eviction action.

- Tenants must complete the DMMHA certification form or provide documentation to certify victim status.
- Supporting documentation verifying the dates and relation to the reason for the lease violation and/or eviction action will be required.

Determination of the sufficiency of the verifications is the sole discretion of DMMHA.

If the verifications and certification are acceptable to the DMMHA, the DMMHA will withdraw the notice of lease violation and/or eviction action for the tenant qualifying as the victim.

If the verifications and certifications are not acceptable, or not submitted to DMMHA within the specified time frame, the DMMHA will continue with the notice of lease violation and/or eviction action.

D. Terminating or Evicting a Perpetrator of Domestic Violence [24 CFR 5.2005(c)]

Although VAWA provides protection from termination for victims of domestic violence, it does not provide protection for perpetrators. In fact, VAWA gives the DMMHA the explicit authority to bifurcate a lease, or to remove a household member from a lease, “in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.” Specific lease language affirming this authority is not necessary. Further, the authority supersedes any local, state, or other federal law to the contrary.

E. DMMHA Confidentiality Requirements [24 CFR 5.2007(a) (1) (v)]

All information provided to DMMHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be retained in confidence. This means that DMMHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the victim in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law, as determined by DMMHA following consultation with DMMHA legal counsel.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, DMMHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

PART III.1: ALTERNATIVES TO TERMINATION OF TENANCY

13-III.1.A. OVER-INCOME REQUIREMENTS: DMMHA POLICY [24 CFR 960.261; FR Notice 7/26/18 Notice PIH 2019-11]

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family’s adjusted income has exceeded 120 percent of area median income (AMI) (or a different limitation established by HUD) for two consecutive years, the PHA must either terminate the

family's tenancy within six months of the determination or charge the family a monthly rent equal to the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by federal regulation. In addition to the DMMHA policy set forth in this Part, DMMHA will act in compliance with any further HUD Notices or guidance supplementing HUD FR Notice dated 7/26/18, Docket No. FR-5976-N-07.

At annual or interim reexamination, if a family's adjusted income exceeds the applicable over-income limits, DMMHA will document the family file, which constitutes the DMMHA's initial determination, and DMMHA will begin tracking the family's over-income status.

If, one year after DMMHA's determination that a family's adjusted income exceeds the over-income limit, the family's income continues to exceed the applicable over-income limit, DMMHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to DMMHA's over-income policies as set forth in the Part.

If, two years after DMMHA's initial determination that a family's adjusted income exceeds the over-income limit, the family's income continues to exceed the applicable over-income limit, DMMHA will charge the family a rent equal to the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. The DMMHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after the DMMHA's written notice to the family.

If, at any time within the two years following DMMHA's initial determination that a family's income exceeds the over-income limit, an over-income family experiences a decrease in income, the family may request an interim determination of rent in accordance with DMMHA's policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to the over-income provisions as of the effective date of the recertification. DMMHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, DMMHA will commence a new two-year over-income tracking process as described in the Part III.1.

DMMHA will begin tracking over-income families no later than March 24, 2019.

DMMHA will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261, unless said families fail to pay the new rent amount when effective per the Section. Such terminations will occur in accordance with the applicable lease agreement and in accordance with Parts IV and V of this Chapter.

DMMHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

For families larger than 8 persons, the over-income limit will be calculated by multiplying the applicable very-low income limit by 2.4.

**PART IV: RECORDS CHECKS, ASSESSMENT, NOTIFICATION REQUIREMENTS,
EVICTION PROCEDURES, AND RECORD KEEPING**

**13-IV.A. CONDUCTING CRIMINAL CONVICTION RECORDS CHECKS [24 CFR
5.903(e) (ii) and 24 CFR 960.259; 24 CFR 966.4(5)]**

HUD authorizes DMMHA to conduct criminal records checks on public housing residents for lease enforcement and eviction. The DMMHA may not pass along to the tenant the costs of a criminal records check.

The DMMHA will conduct criminal conviction records checks on an annual basis to coincide with the tenant's regular reexamination appointment for the purpose of determining if a tenant has been convicted of criminal activity in a jurisdiction beyond that in which the DMMHA is located. DMMHA will also review criminal conviction records, when it has come to the attention of the DMMHA, either from local law enforcement or by other means that an individual is currently engaged in or has engaged in the destruction of property, violent activity against another person, or is interfering with or has interfered with the right to peaceful enjoyment of the premises of other residents. Review of such records is subject to consideration of all relevant circumstances as set forth in Section 13-III.A,

If the DMMHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the DMMHA must

- 1) notify the household of the proposed action to be based on said information;
- 2) provide the subject of the record and the tenant with a copy of the criminal record before any DMMHA grievance hearing or court trial concerning the termination of tenancy or eviction; and
- 3) give the tenant an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.

13-IV.B. LEASE TERMINATION NOTICE [24 CFR 966.4(1) (3)]

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine DMMHA documents directly relevant to the termination or eviction.

When the DMMHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with the DMMHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance procedure has been completed.

When the DMMHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal

activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination.

All notices of lease termination will include a statement of the protection against termination provided by the Violence against Women Reauthorization Act of 2013 (VAWA) for victims of domestic violence, dating violence, sexual assault, or stalking. The PHA will also include a copy of the form HUD- HUD-5382

13-IV.C. EVICTION [24 CFR 966.4(l) (4) and 966.4(m)]

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The DMMHA may only evict the tenant from the unit by instituting a court action.

13-IV.D. NOTIFICATION TO POST OFFICE [24CFR 966.4(l) (5) (iii) (B)]

When the DMMHA evicts an individual or family for criminal activity, including drug-related criminal activity, the DMMHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

PART V: NO TRESSPASS POLICY

As a landlord, the Des Moines Municipal Housing Agency (DMMHA) reserves the right to deny access to and/or to remove from its property any person who is not listed on the Dwelling Lease as an occupant.

All former tenants who were evicted or whose Lease Agreement was terminated due to criminal activity or drug related activity are prohibited from returning to DMMHA property.

1. When DMMHA evicts or terminates a tenant for criminal activity, DMMHA will notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

All former tenants who were evicted or whose Lease Agreement was terminated due to lease violations that do not involve criminal activity or drug related criminal activity are prohibited from returning to DMMHA property for a period of 24 months from the date of termination or eviction. After the 24-month timeframe, the tenant's name may at the sole discretion of DMMHA be removed from the no trespass list. The seriousness of past violations will be considered by DMMHA.