

5802 GROUNDS FOR OWNER TERMINATION OF TENANCY

- 5802.1 The Owner is not permitted to terminate a participant Family's tenancy except for serious or repeated violations of the lease, certain violations of state or local law as set forth in § 5802.3, or other good cause as governed by federal and local laws.
- 5802.2 The Owner may terminate the Family's tenancy for serious or repeated violations of the terms and conditions of the lease, including failure to pay rent, except when the violations are related to an incident or incidents of actual or threatened intrafamily offenses, sexual violence, dating violence, elder abuse, or stalking against the participant or an immediate Family member or when the Owner fails to reasonably accommodate the disability of a Family member. DCHA's failure to make a HAP payment to the Owner is not a violation of the lease between the Family and the Owner.
- 5802.3 The Owner is permitted to terminate the tenancy if a fact-finder determines that a Family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises and the proper issuance and execution of a writ of restitution takes place.
- 5802.4 Any Owner termination of tenancy must be consistent with the District of Columbia Rental Housing Act and any other D.C. law governing landlord-tenant relations.
- 5802.5 DCHA may permit, at its discretion, Owners and participants to terminate a lease within the first twelve (12) months of tenancy if both parties agree. Written requests will be considered on a case-by-case basis and may be granted as a reasonable accommodation, or if DCHA determines termination is necessary.

SOURCE: Final Rulemaking published at 59 DCR 7942 (June 29, 2012).