

6403 VOLUNTARY TERMINATION OF TENANCY

6403.1 Termination of Tenancy by Lessee requires that the Lessee, all household members, guests as well as all others defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), vacate the Leased Premises on or before the date specified in Lessee's written notice.

6403.2 Lessee may terminate tenancy by giving:

- (a) At least thirty (30) days notice;
- (b) The notice must be in writing;
- (c) On forms required by the DCHA completed with the assistance of DCHA if necessary; and
- (d) Submitted to the property manager.

6403.3 The DCHA shall follow the requirements of Chapters 62 and 65 of this Title relating to termination of tenancy.

6403.4 Lessee shall leave the Leased Premises in as clean and good condition as Lessee received at the start of Lessee's occupancy; wear and tear excepted; and return all keys and all other entry devices to the DCHA.

6403.5 If the Lessee is no longer in occupancy of the unit or is deceased, a remaining household member, or another adult identified in 6403.8(c) below, must notify the Authority of the Lessee's death or departure within 14 days of the date the Lessee vacates the Leased Premises or dies. Within 30 days thereafter, or within 14 days of the Authority's issuance of a Notice to Vacate the premises, whichever is later, in order to sustain continued occupancy for the remaining household members at the Leased Premises, the remaining household member or other adult must submit a written application to become head of household. Details on the application process and exclusions from this rule are as follows:

- (a) This subsection does not apply if the head of household vacates the unit pursuant to the issuance of a notice to correct or vacate or a notice to vacate. In such circumstances, the remaining family members must vacate the unit. If the remaining family members do not vacate the unit, they shall be deemed unauthorized occupants;
- (b) The applicant to be made Lessee, and if applicable, the other remaining Household Members must be eligible for continued occupancy and not be in serious violation

of the material terms of the Dwelling Lease. The Authority will screen the application in accordance with federal law and regulations as well as DCHA's admissions and occupancy policies and regulations. Applicant(s) will be notified in writing of the disposition of the application:

- (1) If the application is approved, the new Lessee shall enter into a new lease agreement with the Authority within seven (7) working days of the date of approval of the application;
 - (2) Any balance on the rental account existing prior to a remaining household member becoming the Lessee is the responsibility of the newly designated Lessee as head of household. Any obligations for rent, causes of action arising under the original Lease, stipulations of settlement, consent judgments, judgments, or repayment agreements of the prior Lessee shall be deemed part of the new Dwelling Lease and tenancy and shall be the responsibility of the new Lessee designated as head of household and actionable against such new Lessee; or
 - (3) If the applicant and other remaining Household Members are not approved to continue to occupy the Leased Premises, and such remaining members do not vacate, they will be deemed unauthorized occupants and thus occupying premises without the consent of DCHA and shall be subject to eviction by the DCHA. The applicant may file a grievance regarding the denial of his or her application in accordance with the Authority's grievance procedures; and
- (c) If there are no remaining adult household members, or none who are able to serve as head of household, but the unit continues to be occupied by household members who are minor children and/or adults unable to serve as head of household, then an adult who is not listed on the lease may apply to become Lessee and Head of Household. The following shall apply under these circumstances:
- (1) The applicant to be Lessee must produce evidence of a care giving relationship with the remaining minor children or disabled adults. Such documentation may include, but is not limited to, court order; notarized authorization from the children's legal guardian; school or medical records; public benefit records; and sworn statements from medical, legal, or social service professionals;
 - (2) Where the remaining family members are minors, the applicant to be Lessee must either (i) obtain Custodial Power of Attorney; or (ii) commence legal proceedings to obtain legal guardianship or custody of the minor children. So long as such proceeding is pending, and the applicant has produced evidence of a caregiving relationship, and meets

DCHA's other screening criteria, DCHA shall consider the applicant to be eligible to be Lessee and Head of Household;

- (3) In the case of (c)(2), above, the applicant's eligibility to be Lessee and Head of Household is contingent on legal proceedings pending or being resolved in favor of the applicant. If a court of competent jurisdiction denies the applicant's petition for custody or guardianship, no appeal is pending, and the appeal period has expired, DCHA will determine the applicant ineligible to be Head of Household and may issue a Notice to Vacate. In that event, another remaining adult household member may submit an application to be Lessee and Head of Household within 30 days of the issuance of the Notice, and the Authority will process such application in accordance with the requirements of this section; and
- (4) Where more than one adult have competing claims to become Lessee and Head of Household as caregivers of the remaining minor children, DCHA shall follow the ruling of a court of competent jurisdiction regarding the custody or guardianship of the children.

6403.6 The Lessee shall be liable for rent until the earlier of the time the DCHA has taken possession of the Unit, or such time as all of the following are completed:

- (a) The proper written notice has been given;
- (b) The required vacate forms are completed with the assistance of DCHA if necessary;
- (c) The keys are turned in; and any other entry devices; and
- (d) Lessee and all household members, guests as well as all others defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), have vacated the Leased Premises.

SOURCE: Notice of Final Rulemaking published at 33 DCR 7973, 8023 (December 26, 1986); as amended by notice of Final Rulemaking published at 54 DCR 12312-15 (December 21, 2007).