



Housing Choice Program (Section 8)

Q: Can a landlord evict a Section 8 tenant?

A: Yes, however, the reasons for the eviction must be stated with particularity and conform with the criteria set forth below.

Q: What are the procedures for filing an eviction?

A: The landlord may only evict the tenant by a court action. Notice of the court action must be provided to the tenant and to PHA .

Q: What is the initial lease term for a Section 8 tenant?

A: The initial term for a lease should be one year, except where: (1) the landlord uses a shorter term for all of his/her tenants; (2) the Housing Authority makes a determination that a shorter term would improve housing opportunities for the tenant; and (3) the Housing Authority finds that a shorter term is the prevailing local market practice.

Q: Can a tenant terminate a Section 8 lease?

A: Ordinarily, a tenant cannot terminate its Section 8 lease without their landlord's consent during the initial term of the agreement. After the initial lease term, a tenant can terminate the lease without any reason if the tenant gives the landlord adequate written notice before moving. The length of notice may be set forth in the lease and should not exceed 60 days. If the lease does not provide for the length of notice, the tenant must provide twenty (20) days written notice prior to the end of the month for which the tenant is renting. Notice must also be given to the Housing Authority.

Q: When can a landlord terminate a Section 8 lease?

A: A landlord can NOT terminate a Section 8 lease during its initial term except for:

1. A serious or repeated violation of the lease;
2. Violation of federal, state, or local laws which impose obligations on the tenant in connection with the occupancy or use of the unit and the premises;
3. Criminal activity or alcohol abuse; or
4. Other good cause.



Q: What constitutes “criminal activity or alcohol abuse?”

A: The landlord may terminate the tenancy during the lease of the term if any member of the household, a guest or another person under a resident’s control commits any of the following types of criminal activity:

1. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
2. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, person residing in the immediate vicinity of the premises;
3. Any violent criminal activity on or near the premises; or
4. Any drug-related criminal activity on or near the premises.

Q: What constitutes “good cause?”

A: During the initial lease term, good cause for termination of tenancy must be something that the family did or failed to do. During the initial lease term, or during an extension term, other good cause includes the following:

1. Disturbance of neighbors;
2. Destruction of property; or
3. Living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, such good cause includes:

1. The tenant’s failure to accept the offer of a new lease or revision;
2. The landlord’s desire to use the unit personally or for someone in the family, or to convert it to residential use; or
3. A business or economic reason for termination of the tenancy, like the landlord’s desire to sell the unit, renovate it, or to rent it at a higher rent.

Q: When can the landlord and tenant agree to terminate the lease?

A: A landlord and tenant can agree to terminate their Section 8 lease at any time. The agreement to terminate should be in writing and a copy should be given to the Housing Authority.

Evictions Unlimited



- Q: What notice must a landlord give a tenant when terminating a Section 8 lease?
- A: The landlord must notify the tenant in writing when terminating a Section 8 lease. The landlord's reason for terminating the lease will determine the amount of notice that must be given.