

under the Section 8 Certificate Program (24 CFR part 882, subpart G), Section 8 in connection with Section 202 Loans for Housing for the Elderly or Handicapped (24 CFR part 885), the Section 8 Additional Assistance Program for Projects with HUD-Insured and HUD-Held Mortgages (24 CFR part 886, subpart A) or the Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects (24 CFR part 886, subpart C).

[41 FR 43330, Sept. 30, 1976. Redesignated at 49 FR 6713, Feb. 23, 1984, and amended at 53 FR 3368, Feb. 5, 1988; 54 FR 236, Jan. 4, 1989; 61 FR 47381, Sept. 6, 1996]

**§247.3 Entitlement of tenants to occupancy.**

(a) *General.* The landlord may not terminate any tenancy in a subsidized project except upon the following grounds:

- (1) Material noncompliance with the rental agreement,
- (2) Material failure to carry out obligations under any state landlord and tenant act,
- (3) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any criminal activity that threatens the health, or safety of any on-site property management staff responsible for managing the premises; or any drug-related criminal activity on or near such premises, engaged in by a resident, any member of the resident's household, or any guest or other person under the resident's control shall be grounds for termination of tenancy.
- (4) Other good cause.

No termination by a landlord under paragraph (a)(1) or (2) of this section shall be valid to the extent it is based upon a rental agreement or a provision of state law permitting termination of a tenancy without good cause. No termination shall be valid unless it is in accordance with the provisions of §247.4.

(b) *Notice of good cause.* The conduct of a tenant cannot be deemed other good cause under §247.3(a)(4) unless the

landlord has given the tenant prior notice that said conduct shall henceforth constitute a basis for termination of occupancy. Said notice shall be served on the tenant in the same manner as that provided for termination notices in §247.4(b).

(c) *Material noncompliance.* The term *material noncompliance with the rental agreement* includes:

- (1) One or more substantial violations of the rental agreement;
- (2) Repeated minor violations of the rental agreement that:
  - (i) Disrupt the livability of the project,
  - (ii) Adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities,
  - (iii) Interfere with the management of the project, or
  - (iv) Have an adverse financial effect on the project;
- (3) If the tenant:
  - (i) Fails to supply on time all required information on the income and composition, or eligibility factors, of the tenant household, as provided in 24 CFR part 5; or
  - (ii) Knowingly provides incomplete or inaccurate information as required under these provisions; and
- (4) Non-payment of rent or any other financial obligation due under the rental agreement (including any portion thereof) beyond any grace period permitted under State law, except that the payment of rent or any other financial obligation due under the rental agreement after the due date, but within the grace period permitted under State law, constitutes a minor violation.

(Approved by the Office of Management and Budget under control number 2502-0204)

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**§247.4 Termination notice.**

(a) *Requisites of Termination Notice.* The landlord's determination to terminate the tenancy shall be in writing and shall: (1) State that the tenancy is terminated on a date specified therein;