

Sample Notice that a PHA could send to Section 8 Voucher Holders

**ATTENTION SECTION 8 VOUCHER HOLDERS
90-DAYS OR MORE FOR TERMINATION (EVICTION) NOTICE REQUIREMENT AND
FORECLOSURE IS NOT GOOD CAUSE TO TERMINATE THE TENANCY**

On May 20, 2009 a new federal law protecting your rights became law.

Section 8 housing choice voucher tenants have new rights regarding eviction from units that have been foreclosed upon. The person, who now owns your home as a result of the foreclosure, must follow these rules.

First, if you have a lease for a fixed term, with more than 90 days left, you have a right to remain in the unit and cannot be evicted until 1) the end of the lease term and 2) you have received 90 days notice.

Second, if your lease ends in less than 90 days the new owner may not evict you without giving you at least 90 days notice.

Third, the new owner wanting the property vacant before they sell it is not good cause for terminating the tenancy or for eviction.

Fourth, there is one exception to the rule that you may not be evicted during the term of your lease. If the new owner after foreclosure wants to occupy the unit as his or her primary residence, that owner may give you a 90 day notice to vacate your home even if your lease runs for longer than 90 days.

Fifth: You should pay your rent to the new owner. If you do not pay your rent, or otherwise violate your lease, the new owner can evict you and you are not protected by the new law.

If the new owner tells you that you have to leave, offers you money to leave or gives you a notice of eviction, you should contact _____ (the PHAs' office), tell us what is happening and give us a copy of any notice. You may also contact the local legal services office, located at _____.

If you have any questions about this notice please contact _____ at the PHA.

General instructions to tenants:

If you receive an improper notice to terminate your lease, you should send a letter objecting to the termination to the new owner by certified mail, return receipt requested, before the date for termination in the notice you received, to the address on the notice.

If your landlord files an eviction complaint against you (some states call this an unlawful detainer action) based upon the termination notice, you should put in your answer, or tell the court if your state does not allow you to file an answer, that the termination notice is improper because the landlord should have served you with a 90-days notice or could not evict until the lease expired, under the Protecting Tenants at Foreclosure Act, Pub. L. No. 111-22, § 702 (2009).

You should make a copy of your letter for your records. When you go to court in the eviction case, you should take with you the notice you received from the new owner, copies of the letter you sent to this new owner, the original and copies of your proof of mailing and green return receipt from the post office, the copy of the new law that is attached to this notice and a copy of your written lease if you have a written lease.

The judge may not know about the law because it is so new, but if you tell the judge about the law if it is his or her legal responsibility to enforce it, and make sure that you are not forced to move with less than 90 days notice or before the end of your lease term.

Attachments: Ltr from §8 Tenant to LL; §§ 701-704, Public Law 111-22