

**THIS IS AN IMPORTANT MESSAGE. PLEASE HAVE IT TRANSLATED IF NECESSARY.**

If you are a person with a disability and are unable to comply with the requirements of this notice or do not understand this document, you have the right to ask the Housing Authority of Baltimore to make a reasonable accommodation for you. To make such a request, please contact Customer Relations at (443) 984-2222 or the Maryland Relay System at 711, or 1 (800) 201-7165.

**Notice: Intent to Vacate Procedures**

**To: All HCVP Participants**

All HCVP participants who are planning to issue a Notice to Vacate from their current residence must follow the following protocol before HCVP approves the move. If you vacate your residence before receiving approval from HCVP, you may be terminated from the HCVP. We strongly encourage you to send a 60-Day Notice to Vacate instead of a 30-Day Notice. The process of locating a new unit and leasing with a new landlord may take longer than 30 days.

If there have been any changes in your family composition or changes in your total family household income since your last recertification that you did not report to HCVP, you are **required** to contact HCVP and report the changes at this time. This must be done before you issue a Notice to Vacate to your landlord. If you are requesting a voucher to move and your family composition has changed, please be aware that you may receive a voucher for a different bedroom size.

All HCVP Participants that send Notices to Vacate to their landlords will be **required** to attend a **mandatory** briefing session before HABC will issue the new voucher and moving packet.

**BRIEFING SESSIONS ARE HELD WEEKLY. IF YOU ARE AUTHORIZED TO MOVE, YOU WILL BE NOTIFIED WHEN YOU ARE SCHEDULED TO ATTEND THE BRIEFING.**



## NOTICE TO VACATE PROCEDURES

### Housing Choice Voucher Program (“HCVP”)

1. If you have a current lease, you must reside in the unit for one year or the length of the lease prior to issuing a Notice to Vacate (“Notice”).
2. If you do not have a current lease or you are on a month-to-month lease, you may move by giving your Landlord a 30-Day Notice. We encourage you, however, to consider sending a 60-day notice instead to give yourself more time to complete this process.
3. You must complete the attached 30 or 60-Day Notice to Vacate and the Housing Authority of Baltimore City, Housing Choice Voucher Program Acknowledgment.
4. The Notice to the Landlord must include the Move-Out Date when you plan to move. **You must mail the the Notice to Vacate Form to the Landlord with “Certificate of Mailing,” which is available at the post office. Note: This is not the same process as “certified mail.”** Your lease may allow or require you to deliver the notice in ways other than first-class mail with Certificate of Mailing. We recommend first-class mail with Certificate of Mailing because it gives you proof that you sent the notice timely. If you hand-deliver the Notice to Vacate Form to your Landlord, make sure you have proof your Landlord received the notice, such as a receipt from the Landlord. The Notice should be sent at least three (3) business days before the end of a month. The day the Notice is sent does **not** count as one of the three (3) business days.
5. You must keep a copy of the Notice for your records.
6. The purpose of the “Certificate of Mailing” is to have proof of when you sent the Notice to your landlord. Hold on to your Certificate of Mailing receipt.
7. At least nine (9) business days after you mail the Notice, bring the Certificate of Mailing (or written receipt if you hand-delivered the Notice to your Landlord) and your copy of the Notice to the HCVP office located at 1225 W. Pratt Street. You may **only** visit the HCVP office during walk-in hours. HCVP will confirm if you are in compliance with your family obligations and schedule a voucher briefing.
8. If your current Landlord has confirmed that you are in COMPLIANCE with your lease and financial obligations or if your current landlord fails to notify the HCVP in a timely manner (5 business days), you will receive a voucher to move and you must vacate your residence on the Move-Out Date given in the Notice. If you fail to move by the Move-Out Date given in the Notice, you must provide notice to your landlord of your intent to move. Your landlord may require you to provide a **NEW** Notice to Vacate form (starting the process from the beginning).
9. If your current Landlord *proves* you are NOT in COMPLIANCE with your lease and financial obligations and provides documentation of an unsatisfied judgment, you will not be issued a voucher to move until your tenancy is in good standing (financial obligations are current).

If your current Landlord *believes* you are NOT in COMPLIANCE with your lease and financial obligations and provides HCVP documentation of a pending lawsuit, you may be issued a voucher to move on a case-by-case basis if you satisfy the following criteria:

- You authorize HCVP permission to divulge the existence of the pending lawsuit and its potential impact on your continued participation in the HCVP to prospective landlords;
- Once aware of the pending lawsuit, the prospective landlord agrees to rent to you with the understanding that you may be terminated from the HCVP if the court enters a judgment in favor of the landlord and the judgment is the result of you not fulfilling your family obligations.

Depending on the nature of the pending lawsuit in breach of lease matters, HCVP reserves the right to refer you for termination and afford you with an opportunity to request an informal hearing.

10. If you do not move on the Move-Out Date, you should notify your Landlord and obtain consent to remain in the unit. If you stay beyond the move-out date on the notice without the landlord's consent, your landlord may bring a civil action against you and your voucher may be in jeopardy.
11. If the Landlord does not agree to allow you to remain in the unit after the Move-Out Date in your Notice, you must make other arrangements and vacate the property immediately. Otherwise, the Landlord may file a civil action against you and your subsidy may be in jeopardy.
12. If your Landlord does not return the Notice to Vacate and/or required documentation to HCVP within 5 business days of receipt of Notice to Vacate, HCVP may issue you a Voucher. If the required documents are provided at a later date and your Landlord provides documentation of an unsatisfied judgement, you may be referred for termination with the opportunity to request an informal hearing.
13. Participants with a need to relocate under: the Violence Against Women Act ("VAWA"); an Intimidated Victim, Intimidated Witness (IVIW); or as a reasonable accommodation for persons with a disability may qualify for a special exception to HCVP's policies. The Participant should advise HCVP of the request.

## FREQUENTLY ASKED QUESTIONS

1. When do I have to send the Notice to Vacate?

The Notice to Vacate must be sent at least three (3) business days before the end of the month. You do not count the day the Notice is mailed.

2. Do I have to send the Notice by first-class mail with certificate of mailing?

No, but we strongly recommend that you send the Notice by first class mail with certificate of mailing unless your lease requires you to send the Notice in some other way. Please review your lease. Certificate of mailing is proof that you sent the Notice timely. If you hand-deliver the Notice, you should get a written receipt from the Landlord to prove that the Landlord received the Notice.

3. What shall I do on or before my Move-Out Date?

You must remove all items, clean the property AND return the keys to your landlord on or before the move-out date on the Notice.

4. How long can I stay in the unit?

You may stay in the unit up to the Move-Out Date. After that time, you must get consent from your landlord to remain in the unit. If you stay beyond the Move-Out Date without your landlord's consent, your landlord may bring a civil action against you and your voucher may be in jeopardy.

5. What if I do not move-out by the date on my Notice?

If your landlord does not agree to allow you to stay after your chosen Move-Out Date, then you must make other arrangements and vacate the property by the move out date on the Notice. Otherwise, the Landlord may file a civil action against you and your subsidy may be in jeopardy.

6. What happens if I leave with a balance?

You must satisfy your financial obligations with your current landlord. Otherwise, your voucher may be in jeopardy.