

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

D. Shawn Graham, Circuit Court Judge

Case No. 2026-CP-100-1270

Ansonborough Housing Corporation d/b/a Ansonborough
House Respondent,

v.

Willie A. Key, et al., Appellant.

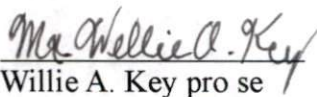
DESIGNATION OF MATTER
TO BE INCLUDED IN THE RECORD ON APPEAL

Appellant proposes the following be included in the Record on Appeal:

- (1) Order of September 23, 2026;
- (2) Order of December 4, 2025
- (3) Order of February 19, 2026
- (4) Exhibits A thru I
- (4) Complaint:
- (5) Answer.

I certify that this designation contains no matter which is irrelevant to this appeal.

October 20, 2026.


Willie A. Key pro se
1865 Grimball Rd.
Charleston, S.C. 29412

RECEIVED

OCT 23 2026

SC Court of Appeals

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Charleston County Council d/b/a)
Ansonborough House)
71 Society Street)
Charleston, SC 29401)

PLAINTIFF(S))

VS.)

Willie Key and Caroline Key)
71 Society Street, Apt #501)
Charleston, SC 29401)

DEFENDANT(S))

2025 CV 10 107 00406
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

FILED IN CHARLESTON COUNTY

JUN 20 2025

CITY MAGISTRATE'S COURT

APPLICATION FOR
EJECTMENT
(Eviction)

I, Charleston County Council d/b/a Ansonborough House, plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of City of Charleston Magistrate Court which is described as: (address and description of premises—apartment, house, etc.)

71 Society Street, Apt #501
Charleston, SC 29401

I further state that, with regard to the above-described premises, a landlord-tenant relationship exists between myself and the defendants, Willie Key and Caroline Key, the tenant-lessee, as evidenced by the following:

Lease, Lease Addendum to Transferred Unit, 30-Day Notice to Pay or Vacate

Grounds for this ejectment are one or more of the following:

- ☒ The tenant fails or refuses to pay the rent when due or when demanded for the months of January 2024 through June 2025. Alleged rent amount owed is/was \$34,025.00 as of June 16, 2025.
- ☐ The term of tenancy or occupancy has ended; or
- ☐ The terms or conditions of the lease have been violated as follows:

EXHIBIT B

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Ansonborough Housing Corporation
dba Ansonborough House,

PLAINTIFF)

VS.)

Willie Key and Caroline Key,

DEFENDANTS)

IN THE MAGISTRATE COURT

**ORDER PURSUANT TO §27-40-790
AND DENYING PLAINTIFF'S
MOTION TO DISMISS AND
MOTION TO STRIKE COUNTERCLAIMS**

This matter comes before the court on Plaintiff's motion to set rent pursuant to §27-40-790 and Plaintiff's Motion to Dismiss and Motion to Strike Defendants' Counterclaims. The court initially heard testimony and accepted documentary evidence from all parties on these issues on October 6, 2025 and delivered its rulings on the record on December 2, 2025. This order memorializes the court's rulings.

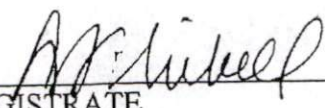
Pursuant to section 27-40-790(a), the court finds that **Defendants must pay market rent of \$1,973.00¹ per month** (\$1,948.00 base rent and \$25.00 garage fee), **beginning January 1, 2026**. Rent is due on the first day of the month and late after the fifth day of the month.²

Pursuant to section 27-40-790(b), the court finds that Plaintiff waived its right to demand payment before trial of the rental arrearage due to Plaintiff's refusal to accept the ongoing rental payments proffered by Defendants during the pendency of the two evictions filed against Defendants in 2024. Thus, the court does not order that Defendants pay the rental arrearage while waiting on this matter to be set for jury trial.

Finally, the court denies Plaintiff's Motion to Dismiss pursuant to Rule 12(b)(6) and Motion to Strike pursuant to Rule 12(f). The court finds that Defendants' counterclaims assert sufficient facts to state causes of action on each claim. The court further finds that Defendants' counterclaims are not redundant, immaterial, impertinent, or scandalous as required for dismissal pursuant to Rule 12(f).

It is so ordered.

Dated: December 4, 2025


MAGISTRATE

¹ The Keys have lived in a subsidized tenancy in Ansonborough House for more than 14 years; however, due to a failure to recertify their income for 2024 and 2025, their subsidy has lapsed. Thus, the court is using the fair market rental value of the rental unit without subsidy as ongoing rent until such time as the subsidy is reinstated.

² The parties have agreed on the record to settle the pending eviction action and Defendants' counterclaims. Defendants are to recertify their income and execute a settlement agreement by Friday, December 19, 2025. If Defendants fail to execute the settlement documents as presented on the record, the monthly rent as set forth in this Order will be in effect until such time as a jury trial is conducted.

EXHIBIT C

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

The underlying matter in the Magistrate's Court was an application for ejectment for failure to pay rent. The procedural background of the case is set forth in Plaintiff Ansonborough Housing Corporation's ("Landlord") Motion to Dismiss Defendant's Appeal of Interlocutory Order (Rule 72, SCRCP) filed January 7, 2026.

Tenant has appealed the Magistrate Court's December 4, 2025 order to set rent pursuant to S.C. Code Ann §27-40-490. Following the Magistrate's denial of Tenant's motion to reconsider the December 4, 2025 order, this appeal followed. In response to Tenant's appeal, Landlord filed the above-described motion to dismiss.

Landlord's position is that Tenant's appeal should be dismissed because the order from which Tenant attempts to appeal is an interlocutory order. Rule 72, SCRCP, allows an appeal to be taken "as provided by law, from any final judgment or appealable order." Unquestionably, there has been no final judgment rendered in this matter, as the appealed order is essentially an order setting bond pending a jury trial in the landlord-tenant matter. The question then, is whether the Magistrate Court's order is an appealable interlocutory order.

The right to appeal is controlled by S.C. Code Ann §14-3-330. Relevant to Tenant's appeal, an order affects a substantial right and is immediately appealable when it effectively determines the action and prevents a judgment from which an appeal might be taken or discontinues the action. An order that does not finally end a case or prevent final judgment from which a party may seek appellate review is usually considered interlocutory and not immediately appealable. See *Hagood v. Somerville*, 362 S.C. 191, 607 S.E.2d 707 (2005).

In this appeal, the Court finds Tenant's appeal to be interlocutory and not immediately appealable pursuant to the foregoing statutory and case law. The appealed order does not end the underlying case or prevent a final judgment from being entered. To the contrary, it is intended to preserve the parties' respective positions pending the prosecution of the matter to its conclusion.

On the foregoing grounds, Tenant's appeal is DISMISSED.

EXHIBIT D

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

2025CV1010700406
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WARRANT OF
EJECTMENT

Charleston County Council DbA
Ansonborough House
71 Society St.
Charleston, SC 29401

PLAINTIFF(S)

Vs

Willie Key
71 Society St Apt 501
Charleston, SC 29401

Caroline Key
71 Society St Apt 501
Charleston, SC 29401

DEFENDANT(S)

TO ANY LAWFUL CONSTABLE OR THE SHERIFF OF THE COUNTY:

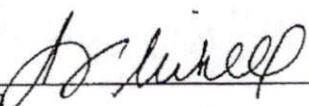
Upon Judgment of this Court rendered on March 4, 2026, you are hereby Ordered to serve the Defendant(s) / Occupant(s) of the premises located at 71 Society St Apt 501 Charleston, SC 29401 this Warrant of Ejectment to peacefully and voluntarily vacate the said premises on or before 3/6/26 at 09:54.

TO THE DEFENDANT(S) / OCCUPANT(S) OF:

71 Society St Apt 501 Charleston, SC 29401, you are hereby Ordered to peacefully vacate the above said premises on or before 3/23/26 at 10:00 Am. Failure to comply with this Order will result in a **FORCIBLE EJECTMENT**.

Upon a Forcible Ejectment any and all property, which is not the property of the Plaintiff/Landlord, will be removed from the premises and will be deposited at or near but not obstructing the nearest public roadway. The deposited property may be removed by Municipal or County officials after a period of forty-eight hours, excluding Saturdays, Sundays and Holidays. The deposited property may be removed before or after forty-eight hours by Municipal or County officials if in the normal course of debris or trash collection. If the premises is located in a municipality or county that does not collect trash or debris from the public highways, then after a period of forty-eight hours, the plaintiff/landlord may remove the personal property from the premises and dispose of it in the manner that trash or debris is normally disposed of in such municipalities or counties.

IT IS SO ORDERED.


JUDGE

Charleston City Magistrate

EXHIBIT E

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

2025CV1010700406
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WARRANT OF
EJECTMENT

Charleston County Council Db
Ansonborough House
71 Society St.
Charleston, SC 29401

FILED IN Charleston County

PLAINTIFF(S)

Vs

Willie Key
71 Society St Apt 501
Charleston, SC 29401

Caroline Key
71 Society St Apt 501
Charleston, SC 29401

CITY MAGISTRATE COURT

DEFENDANT(S)

TO ANY LAWFUL CONSTABLE OR THE SHERIFF OF THE COUNTY:

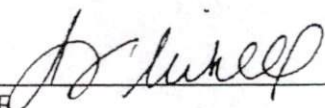
Upon Judgment of this Court rendered on March 4, 2026, you are hereby Ordered to serve the Defendant(s) / Occupant(s) of the premises located at 71 Society St Apt 501 Charleston, SC 29401 this Warrant of Ejectment to peacefully and voluntarily vacate the said premises on or before 10/8/26 at 11:55 AM.

TO THE DEFENDANT(S) / OCCUPANT(S) OF:

71 Society St Apt 501 Charleston, SC 29401, you are hereby Ordered to peacefully vacate the above said premises on or before 10/14/26 at 10:00 AM. Failure to comply with this Order will result in a **FORCIBLE EJECTMENT**.

Upon a Forcible Ejectment any and all property, which is not the property of the Plaintiff/Landlord, will be removed from the premises and will be deposited at or near but not obstructing the nearest public roadway. The deposited property may be removed by Municipal or County officials after a period of forty-eight hours, excluding Saturdays, Sundays and Holidays. The deposited property may be removed before or after forty-eight hours by Municipal or County officials if in the normal course of debris or trash collection. If the premises is located in a municipality or county that does not collect trash or debris from the public highways, then after a period of forty-eight hours, the plaintiff/landlord may remove the personal property from the premises and dispose of it in the manner that trash or debris is normally disposed of in such municipalities or counties.

IT IS SO ORDERED.


JUDGE

Charleston City Magistrate

EXHIBIT F

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

2026CP1001270
COMMON PLEAS CASE NUMBER

2025CV1010700406
MAGISTRATE CIVIL CASE NUMBER

ANSONBOROUGH HOUSING CORP.)
d/b/a ANSONBOROUGH HOUSE,)

Plaintiff,)

**EMERGENCY MOTION FOR STAY
PENDING APPEAL**

vs.)

WILLIE KEY and CAROLINE KEY)
71 SOCIETY STREET)
CHARLESTON, S.C. 29401)

Defendants.)
_____)

FILED
2026 OCT 12 AM 10:38
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The defendants, Willie Key and Caroline Key, hereby moves the Court pursuant to applicable S.C. rules of civil and appellate procedure for an Order staying the execution and enforcement of the Warrant of Ejectment (attached hereto as Exhibit "A") entered by this court on October 8, 2026, pending the final resolution of defendant's appeal to the Appellate Court. Said Order seeks to evict defendants on October 14, 2026 and was served on Defendants on October 8, 2026.

In support of this motion, defendants respectfully show the court as follows:

1. INTRODUCTION AND PROCEDURAL HISTORY

On June 20, 2025 plaintiff filed an Application for Ejectment (Attached hereto as Exhibit "B"). As grounds for issuance of said Rule, plaintiff alleged "failure to pay rent in the amount of \$34,025.00 for January 2024 to June 2025."

On July 10, 2025 defendants filed an Answer and Counterclaim to said Rule, and requested

a jury trial.

On July 18, 2025 defendants filed an Amended Answer and Counterclaim to the Complaint.

On August 11, 2025 plaintiff filed an Answer to Defendants' Counterclaim and Motion to Strike.

On December 2, 2025 the parties attended another pre-trial hearing at which Magistrate Mikell, referring to §27-40-790 of the S.C. Code of Laws, found that Plaintiff waived its right to demand payment before trial of the rental arrearage sought by plaintiff due to Plaintiff's refusal to accept the ongoing rental payments proffered by Defendants. This finding effectively resolved the case against plaintiff and negated a further trial on the matter!

On December 4, 2025 Magistrate Mikell issued a written Order (Exhibit "C") reflecting aforementioned ruling. However, also the written order required defendants to pay market value rent monthly in the amount of \$1,973.00, beginning January 1, 2026.

On December 8, 2025 defendants filed a Motion to Reconsider (Exhibit "D") with Magistrate Mikell, citing misapplication of §27-40-790(a) of the S.C. Code of Laws.

On December 10, 2025 Magistrate Mikell denied the Motion.

On December 16, 2025 defendants filed a Notice of Appeal and Motion to Expedite Appeal or Stay Magistrate's Order with the Court of Common Pleas for Charleston County.

On December 23, 2025 defendants filed an Amended Notice of Appeal with the Court Common Pleas.

On January 7, 2026 plaintiff filed a Motion to Dismiss said Appeal on the ground that the appeal was interlocutory and, therefore, not immediately appealable.

On January 26, 2026 defendants filed a Memorandum in Opposition to Plaintiff's Motion to Dismiss Appeal.

On January 28, 2026 a hearing, via video, on defendants' Appeal was held, at which Judge Derham Cole Jr. presided.

On February 19, 2026 Judge Cole entered a written Order dismissing the Appeal on the ground that it was interlocutory and, thus, premature (Exhibit "E").

On March 6, 2026 Magistrate Mikell issued a Warrant of Ejectment (Exhibit "F"), ordering defendants to vacate their apartment by March 23, 2026.

On March 11, 2026 defendants filed a Notice of Appeal & Motion for Modification concerning the Warrant of Ejectment (Exhibit "G").

II. LEGAL STANDARD

In state court the issuance of a stay pending an appeal is an exercise of judicial discretion. Courts generally, balance four vital factors when determining whether a stay is warranted: (1) whether the moving party is likely to prevail on the merits of the appeal; (2) whether the moving party will suffer irreparable injury if the stay is denied; (3) whether other parties will suffer substantial harm if the stay is granted; and (4) where the public interest lies.

III. ARGUMENT

A. The Moving Party Has a Substantial Likelihood of Success on Appeal.

There are serious, substantial, and appealable legal issues presented by this case. Specifically, the Magistrate Court acted improperly and exceeded her authority when (1) she probed into the issues presented by the case and rendered judgment (denying plaintiff's request for rent payments they refused to accept), despite defendant's written request for a jury trial; (2) she, despite ruling in defendants favor on plaintiff's claim of non-payment of rent and ordering defendants to pay the usual \$471.00 contract rent, she then ordered defendants to pay plaintiff unattainable fair market rent in the amount of \$1,973.00 (more than four times defendants' regular

contract rent), constructively evicting defendants; (3) she misapplied § 27-40-790(a) of the state's Residential Landlord Tenant Act to the circumstances of the case, ignoring defendants' subsidy Status.

HUD regulations prohibit 202 PRAC landlords from charging their tenants fair market rent, except where the tenants' subsidy is terminated pursuant to violation(s) of paragraph 12 of HUD'S 202 PRAC lease. Defendants' subsidy has never been terminated.

Otherwise, Section 1, 8-4 A of HUD'S Occupational Manual 4350.3 states "Termination of assistance is not applicable to Section 202 PRAC and Section 811 PRAC properties." Further, South Carolina's Residential Landlord Act's fair market rent provisions cannot override federal (HUD's) rent limits.

Further, where the Magistrate used S.C. Code Ann. §27-40-790(a)&(b) to impose fair market rent on defendants, defendants submit that said section of the S.C. Code of laws violates the due process clause of the Fourteenth Amendment to the U.S. Constitution.

Requiring a tenant to pay a landlord money allegedly owed, prior to a hearing to determine whether the tenant owes that money, violates the due process clause of the Fourteenth Amendment to the U.S. Constitution.

Because these legal arguments present dynamic and unsettled questions of law, or a clear departure from precedence, there is a strong possibility that the appellate court will vacate or reverse the Warrant of Ejectment.

B. The moving Party will Suffer Irreparable Harm Absent a Stay.

If the judgment is enforced immediately, the defendants will suffer injuries that cannot be undone or adequately compensated by monetary damages later— The defendants, 79 and 71 years of age will become disposed and homeless. This imminent threat satisfies the requirement

of irreparable injury.

C. A Stay Will Not Cause Substantial Injury to Other Parties.

Granting a temporary Stay will merely preserve the status quo until the appellate court can rule. Any delay in the enforcement of the Ejectment order can be mitigated by defendants continuing to timely pay the contract rent, as they have been doing every month, ensuring that the financial interest of the non-moving party remains protected.

D. Public Interest Favors a Stay.

The public interest is best served by ensuring that complex legal issues are correctly decided on appeal before irreversible real-world actions are taken. Preserving judicial resources and preventing a chaotic unraveling of enforcement measures favors a deliberate, orderly appellate process.

Public interest is not served by allowing a landlord to refuse to accept timely rent payments in the full amount, have a magistrate rule against him on that matter, and the same magistrate, at the same time, impose an unconscionable monthly rent payment on that tenant, and, then proceed to evict that tenant where that tenant could not meet said rent payments, as was done in this case.

Unless a stay is granted, the defendants will suffer immediate and irreparable harm before the appellate court can review the merits of the underlying Order.

IV. CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, Defendants respectfully requests that this Court:

- A. Issues an Order staying the enforcement and execution of the Writ of Ejectment, pending the final disposition of this case on appeal;

- B. Issue an Order dismissing the Warrant of Ejectment herein;
- C. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

Dated: 12, October 2026.

Mr. Willie A. Key

Willie A. Key pro se
71 Society St., Apt. 501
Charleston, S.C. 29401
(843) 530-0284

EXHIBIT G

Ansonborough House

To: Willie and Caroline Key-501

Date: 9/7/23

RE: Lease violation and notice of non-renewal

On Friday, August 25, 2023, there was an incident involving Willie and our maintenance staff, Scott Thomas. Mr. Thomas was in the process of completing scheduled and routine pest control service. This incident was recorded on surveillance video tape with audio. It was witnessed by another resident and the staff of the pest control service.

After attempting to get an answer from someone at the door and no one answered, it was assumed that the residents were not at home. As is procedure, Mr. Thomas attempted to open the door with his key to allow access for the pest control. Before he could enter, Willie came out of the door and began to scream and curse at Mr. Thomas. Willie called him "a pervert" and said that "he better not put a fucking key in my door ever again". Willie's behavior was aggressive, threatening and abusive. This will not be tolerated. Willie's behavior has made the neighbors feel uncomfortable, unsafe and it is disruptive to the peaceful atmosphere of the property. This incident was a direct attempt to interfere with the management and maintenance of the property.

Per your handbook/lease...

(1) The LANDLORD may terminate effective at the end of the initial term or any successive terms, by giving the TENANT notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, at the end of a term and in accordance with the termination provisions of this agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence of State law, whichever is later.

(2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with the state or local law and the HUD

regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below.

(d) The term "material noncompliance with this agreement" shall, in the case of the TENANT, include (1) one or more substantial violations of this agreement, (2) repeated minor violations of this agreement which disrupt the livability of the project, 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, interfere with the management of the project or have an adverse financial effect on the project,

Please consider this your notice that your HUD lease will not be renewed and you will need to vacate on or before December 31, 2023.

If you wish to appeal this please schedule a hearing with the office within 15 days of receiving this letter.

Thank you,
Karen Schlabs
Property Manager

William Key
William Key

9/8/23
Date

Caroline Key
Caroline Key

9/8/23
Date

* Resident refused to meet on 9/8/23 @ 2.

EXHIBIT H

To: Caroline and Willie Key

Date: 3/7/24

RE: Returning rent and parking payment

As of 12/31/23 you no longer have a lease with Ansonborough House.

Eviction has been filed. Once the eviction process begins we can no longer accept any payment from you.

With this notice I am returning the money order and personal check we received in the mail today.

Thank you,
Karen Schlabs
Property Manager

EXHIBIT I

CHAPTER 8. TERMINATION

8-1 Introduction

- A. Chapter 8 addresses terminating housing assistance and terminating tenancy. Under program regulations and leases, termination of assistance occurs when a tenant is no longer eligible for subsidy or to enforce HUD program requirements. It results in the loss of subsidy to the tenant. Tenants whose assistance is terminated may remain in the unit, but they must pay the market rent, full contract rent, or 110% of BMIR rent. Owners are authorized to terminate assistance only in limited circumstances and after following required procedures to ensure that tenants have received proper notice and an opportunity to respond.
- B. Termination of tenancy is the first step in the eviction process and is often used interchangeably with the term *eviction*. When terminating tenancy, the owner gives the tenant notice to vacate the unit because of a lease violation(s). A tenant who fails to vacate the unit after receiving notice from the owner may face judicial action initiated by the owner to evict the tenant. The owner may only terminate tenancy in limited circumstances as prescribed by HUD regulations and the lease and must follow HUD and state/local procedures.
- C. Owners are expected to enforce program requirements under the terms of the lease. Similarly, HUD expects tenants to comply with the program requirements as established in the lease. HUD encourages owners to work with tenants and utilize other corrective actions, such as repayment agreements or negotiated settlements, to resolve program/lease issues. Terminations represent only one of the tools available to owners for lease enforcement. Owners and tenants are advised that HUD termination policies and procedures must be followed when initiating a termination, including proper notices and documentation. Owners are also advised that terminations for reasons other than those permitted by HUD are prohibited.
- D. The chapter is organized into the following four sections:
- **Section 1: Termination of Assistance** outlines key requirements and procedures regarding when and how a tenant's assistance must be terminated.
 - **Section 2: Termination of Tenancy by Lessees** discusses the tenant's responsibilities when the tenant wishes to terminate tenancy.
 - **Section 3: Termination of Tenancy by Owners** outlines allowable circumstances for terminating tenancy and the requirements and procedures that owners must follow to terminate a tenant's residency.
 - **Section 4: Discrepancies, Errors, and Fraud** describe the circumstances when owners must investigate discrepancies and provides guidelines on how to distinguish tenant errors from fraud. It also identifies how to take action (e.g., documenting fraud and reimbursing HUD or the tenant).

Section 1: Termination of Assistance

8-3 Key Regulations

This paragraph identifies key regulatory citations pertaining to Section 1: Termination of Assistance. The citations and their topics are listed below.

- A. 24 CFR 5.218 (Penalties for failing to disclose and verify social security and employer identification numbers)
- B. 24 CFR 5.232 (Penalties for failing to sign consent forms)
- C. 24 CFR part 5, subpart E – Restrictions on Assistance to Noncitizens
- D. 24 CFR 5.659 (Family information and verification)
- E. 24 CFR 247.4 (Termination of tenancy notice procedures applied to the termination of assistance notice)
- F. 24 CFR 880.603, 881.601, 883.701, 884.218, 886.124, 886.324, 891.410, 891.610, and 891.750 (Selection and admission of assisted tenants/re-examination of family income and composition)

8-4 Applicability

- A. Termination of assistance is not applicable to Section 202 PRAC and Section 811 PRAC properties.
- B. An owner's authority to remove or terminate assistance is established by the HUD-required lease provision entitled "Removal of Subsidy."

8-5 Key Requirements: When Assistance Must Be Terminated

An owner must terminate a tenant's assistance in the following circumstances:

- A. A tenant fails to provide required information at the time of recertification, including changes in family composition, or changes in income or social security numbers for new *household* members.
- B. A tenant fails to sign/submit required consent and verification forms (form HUD-9887 and form HUD-9887-A).
 - 1. Form HUD-9887, *Notice and Consent for the Release of Information to HUD and to a PHA* permits HUD to obtain wage and claim information from State Wage Information Collection Agencies (SWICAs), current tax information from the Internal Revenue Service (IRS), and wages and unemployment compensation information from the Social Security Administration (SSA) *and the Department of Health and Human Services' (HSS') National Directory of New Hires (NDNH).*