- (2) Interim reexaminations. The household must comply with the provisions in its lease regarding interim reporting of changes in income. If the Owner receives information concerning a change in the household's income or other circumstances between regularly scheduled reexaminations, the Owner must consult with the household and make any adjustments determined to be appropriate. See 24 CFR 750.10(d)(2)(i) for the requirements for the disclosure and verification of Social Security Number at interim reexaminations involving new household members. For requirements regarding the signing and submitting of consent forms by families for the obtaining of wage and claim information from State Wage Information Collection Agencies, see 24 CFR part 760. Any change in the household's income or other circumstances that result in an adjustment in the total tenant payment, tenant payment, and project rental assistance payment must be verified.
- (3) Continuation of project rental assistance payment. (i) A household shall remain eligible for project rental assistance payment until the total tenant payment equals or exceeds the gross rent (or a pro rata share of the gross rent in a group home). The termination of subsidy eligibility will not affect the household's other rights under its lease. Project rental assistance payment may be resumed if, as a result of changes in income, rent or other relevant circumstances during the term of the PRAC, the household meets the income eligibility requirements of 24 CFR part 813 (as modified in § 890.105) and project rental assistance is available for the unit or residential space under the terms of the PRAC. The household will not be required to establish its eligibility for admission to the project under the remaining requirements of paragraph (c) of this section.
- (ii) A household's eligibility for project rental assistance payment may be terminated in accordance with HUD requirements for such reasons as failure to submit requested verification information, including information related to disclosure and verification of Social Security Numbers, as provided by 24 CFR part 750 or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies (as provided by 24 CFR part 760).

§890.615 Obligations of the household.

- (a) *Requirements.* The household shall:
- (1) Pay amounts due under the lease directly to the Owner;

- (2) Supply such certification, release of information, consent, completed forms or documentation as the Owner or HUD determines necessary, including information and documentation relating to the disclosure and verification of Social Security Numbers, as provided by 24 CFR part 750, and the signing and submission of consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, as provided by 24 CFR part 760.
- (3) Allow the Owner to inspect the dwelling unit or residential space at reasonable times and after reasonable notice:
- (4) Notify the Owner before vacating the dwelling unit or residential space; and
- (5) Use the dwelling unit or residential space solely for residence by the household and as the household's principal place of residence.
- (b) *Prohibitions*. The household shall not:
- (1) Assign the lease or transfer the unit or residential space; or
- (2) Occupy, or receive assistance for the occupancy of, a unit or residential space governed under this part while occupying, or receiving assistance for occupancy of, another unit assisted under any Federal housing assistance program, including any section 8 program.

§ 890.620 Overcrowded and underoccupied units.

If the Owner determines that because of change in household size, an assisted unit is smaller than appropriate for the eligible household to which it is leased, or that the assisted unit is larger than appropriate, project rental assistance payment with respect to the unit will not be reduced or terminated until the eligible household has been relocated to an appropriate alternate unit. If possible, the Owner will, as promptly as possible, offer the household an appropriate alternate unit. The Owner may receive vacancy payments for the vacated unit if the Owner complies with the requirements of § 890.645.

§ 890.625 Lease requirements.

- (a) Term of lease. The term of the lease may not be less than one year. Unless the lease has been terminated by appropriate action, upon expiration of the lease term, the household and Owner may execute a new lease for a term not less than one year or may take no action. If no action is taken, the lease will automatically be renewed for successive terms of one month.
- (b) *Termination by the household.* All leases may contain a provision that

permits the household to terminate the lease upon 30 days advance notice. A lease for a term that exceeds one year must contain such provision.

(c) Form. The Owner shall use the lease form prescribed by HUD. In addition to required provisions of the lease form, the Owner may include a provision in the lease permitting the Owner to enter the leased premises, at any time, without advance notice where there is reasonable cause to believe that an emergency exists or that health or safety of a family member is endangered.

§ 890.630 Termination of tenancy and modification of lease.

The provisions of part 247 of this title apply to all decisions by an Owner to terminate the tenancy or modify the lease of a household residing in a unit (or residential space in a group home).

§890.635 Security deposits.

(a) Collection of security deposit. At the time of the initial execution of the lease, the Owner will require each household occupying an assisted unit (or residential space in a group home) to pay a security deposit in an amount equal to one month's tenant payment or \$50, whichever is greater. The household is expected to pay the security deposit from its own resources and other available public or private resources. The Owner may collect the security deposit on an installment basis.

(b) Security deposit provisions applicable to units.—(1) Administration of security deposit. The Owner must place the security deposits in a segregated interest-bearing account. The amount of the segregated, interestbearing account maintained by the Owner must at all times equal the total amount collected from the households then in occupancy plus any accrued interest and less allowable administrative cost adjustments. The Owner must comply with any applicable State and local laws concerning interest payments on security deposits.

(2) Household notification requirement. In order to be considered for the refund of the security deposit, a household must provide the Owner with a forwarding address or arrange to pick up the refund.

(3) *Use of security deposit.* The Owner, subject to State and local law and the requirements of paragraphs (b)(1) and (b)(3) of this section, may use the household's security deposit balance as reimbursement for any unpaid amounts which the household owes under the lease. Within 30 days (or shorter time if required by State or local