

# Member Notice / Notice to Vacate / Promise to Pay

# SoberHomes – Member Notice (30-Day Voluntary) / Notice to Vacate / Promise to Pay

This document serves three purposes:

**(A) a formal written notice by the Member of their intent to vacate**, submitted in accordance with Section 9 of the License Agreement, including voluntary transition-planning information collected for housing outcomes and program metrics;

**(B) formal notice of non-payment and potential termination** in accordance with the SoberHomes License Agreement; and

**(C) an optional written commitment to cure the outstanding balance and avoid termination of housing, at SoberHomes' discretion.**

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## PART A – MEMBER NOTICE OF INTENT TO VACATE & TRANSITION INFORMATION

This section serves as the Member's formal written notice regarding intent to vacate and is used by SoberHomes to track housing outcomes and transitions.

- I am choosing to move out voluntarily
- I am unable to cure non-payment and will vacate as required under the License Agreement

Anticipated Move-Out Date: \_\_\_\_\_

### Primary Reason for Leaving (check one)

- Financial / unable to pay
- Transition to independent housing
- Transition to family or supportive housing
- Transition to treatment (detox / residential / IOP)
- Relocation (work, legal, or family reasons)
- Other (please describe): \_\_\_\_\_

### Next Housing Situation (for outcome tracking)

- Independent rental
- Family or friends
- Treatment facility
- Shelter / temporary housing
- Another recovery residence
- Unknown / not yet secured

Address or Facility Name (if known): \_\_\_\_\_

- I believe my next housing situation is safe and stable
- I am unsure whether my next housing situation is safe or stable

**I understand that failure to vacate by the applicable deadline may result in removal in accordance with the SoberHomes License Agreement and applicable law. I further understand that if I seek to continue my housing license after a notice period or use of any last-month deposit, I must first bring my account fully current, including payment of any prior unpaid month(s) and the current month's rent.**

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**PART B – NOTICE TO VACATE FOR NON-PAYMENT**

Date of Notice: \_\_\_\_\_

Member Name: \_\_\_\_\_

Facility: \_\_\_\_\_

Date of Past Due Status: \_\_\_\_\_

Total Past-Due Balance: \$ \_\_\_\_\_

Vacate Deadline (if not cured): \_\_\_\_\_

This notice confirms that your account reflects invoices that remain unpaid beyond the payment terms outlined in your SoberHomes License Agreement. **Rent is due by the 1st of each month.**

Failure to remain current constitutes a **material breach** of your housing license.

If this notice is issued **before the 10th day of non-payment**, it serves as advance notice that the license will be subject to termination if the balance is not cured by the deadline listed above. If issued **on or after the 10th day of non-payment**, the license is already in material breach and subject to **immediate termination**.

Unless the balance is cured as outlined below, you may be required to **vacate the premises by the deadline stated above**, in accordance with the License Agreement.

Move-out must be peaceful and timely. Any personal property left behind will be handled pursuant to **Section 10 and Section 10B of the Rules and Responsibilities Addendum**, including policies governing abandonment, storage, and disposal of property.

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**PART C – PROMISE TO PAY (OPTION TO CURE – DISCRETIONARY)**

At its sole discretion, SoberHomes may allow a member to cure non-payment and remain housed by making and keeping a **clear written payment commitment**. Completion of this section **does not guarantee continued housing** unless payment is made exactly as promised.

**Amount I Commit to Pay:** \$ \_\_\_\_\_

**Date Payment Will Be Made (no later than):** \_\_\_\_\_

I understand and agree that **failure to make this payment in full by the date listed above will result in immediate termination of my housing license without further notice**, and I will be required to vacate the premises.

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SoberHomes Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Termination for Cause

# SoberHomes – Immediate Termination of Housing License for Cause

This document serves as **formal written notice of immediate termination** of a SoberHomes housing license due to a **non-curable violation** of the License Agreement and/or Rules and Responsibilities Addendum.

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## PART A – MEMBER & NOTICE INFORMATION

Date of Notice: \_\_\_\_\_ Time of Notice: \_\_\_\_\_

Member Name: \_\_\_\_\_

Facility / Bed: \_\_\_\_\_

House Manager Issuing Notice: \_\_\_\_\_

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## PART B – BASIS FOR IMMEDIATE TERMINATION (CHECK ALL THAT APPLY)

This termination is issued for **cause**, effective immediately, due to the following violation(s) of the **Rules and Responsibilities Addendum** and/or **License Agreement**:

- Substance use, possession, or distribution on site
- Refusal to submit to drug or alcohol testing
- Violence, threats, intimidation, or harassment
- Possession of weapons or dangerous items
- Theft or intentional property damage
- Tampering with safety, security, monitoring systems, cameras or locks.
- Repeated or serious violations creating risk to others
- Failure to vacate after termination or notice to vacate
- Other serious violation (describe below)
- Repeated minor violations after prior verbal or written 10-day notice, including but not limited to:**
  - Curfew violations
  - Failure to attend required house meetings
  - Failure to meet required recovery or peer-support meeting attendance
  - Failure to comply with house participation requirements

Where such violations persist **after reasonable notice and opportunity to correct**, and collectively demonstrate unwillingness or inability to comply with the Rules and Responsibilities Addendum.

**Description of Incident(s) / Grounds for Termination:**

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*(Attach incident reports or supporting documentation if available.)*

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**PART C – TERMINATION & VACATE REQUIREMENT**

Based on the violation(s) listed above, the Member’s housing license is **terminated immediately**.

The Member is required to **peacefully vacate the premises immediately** and remove personal belongings under staff supervision, if applicable.

This termination is **not subject to cure**, deferred payment, or further notice.

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**PART D – PERSONAL PROPERTY & ABANDONMENT**

Any personal property left behind will be handled in accordance with **Section 10 and Section 10B of the Rules and Responsibilities Addendum**, including policies governing abandonment, storage, and disposal of property.

SoberHomes is not responsible for loss or damage to abandoned property beyond what is required by applicable law.

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**PART E – LAW ENFORCEMENT / SAFETY (IF APPLICABLE)**

- Law enforcement was contacted
- Emergency services were contacted
- Member refused to vacate peacefully
- Safety risk to members or staff was present

**Agency / Officer / Report # (if applicable):**

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**PART F – ACKNOWLEDGMENT (IF MEMBER IS WILLING)**

- Member declined to sign
- Member unavailable to sign

**Member Signature (if obtained):** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**PART G – STAFF CERTIFICATION**

I certify that this termination was **explicitly approved by the Housing Director** in accordance with the SoberHomes License Agreement, Rules and Responsibilities Addendum and Commitment to Correct policies.

**House Manager / Authorized Staff Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Internal Use Notes (optional):

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