

TERMINATION & EVICTION POLICY

The purpose of this policy is to ensure that if termination and/or eviction is necessary, a resident must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the PHA.

- A. Notice of termination by either party to the Lease may be given on any day of the month.
- B. Resident may terminate the Lease only by giving written notice to PHA in the manner specified in Section XIV of the Dwelling Lease.
- C. PHA may terminate or refuse to renew the Lease for serious or repeated violations of Resident's obligations under any section of the Lease or for other good cause. The specific mention in the Lease that certain violations are considered serious violations and grounds for termination of the Lease does not prohibit PHA from asserting in any proceeding that other violations of the Lease are serious violations and grounds for termination. PHA's failure to terminate the Lease for serious or repeated violations shall not constitute waiver or prohibit PHA from terminating the Lease upon a Resident's subsequent serious or repeated violations of the Lease.
- D. PHA shall give Resident written notice of such termination as outlined in Section XV of the Dwelling Lease. Such notice shall:
 - 1. Include the specific grounds for termination;
 - 2. Inform Resident of his/her right to make such reply as he/she may wish;
 - 3. Inform Resident of his/her right to examine the PHA's documents directly relevant to the termination or eviction; and
 - 4. Inform Resident of his/her right to request a hearing in accordance with the current Grievance Procedure.
- E. Notice to vacate may be combined with and run concurrently with notice of lease termination. The Notice to Vacate must be in writing and specify that if Resident fails to vacate the premises within the applicable statutory period, appropriate action will be brought against Resident. Notice shall be:
 - 1. Fourteen (14) days in the case of failure to pay rent and/or other charges or the chronic late payment of rents and other charges.
 - 2. Three (3) days if the health or safety of other residents, PHA staff or persons residing in the immediate vicinity of the premises is threatened; if residents utilities are turned off; or if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or if any member of the household has been arrested or convicted of a felony.
 - 3. Thirty (30) days in all other cases.

- F. Resident shall pay all court costs and PHA's reasonable attorney's fees and other expenses incurred in enforcing or defending the Lease and in recovering possession of the premises unless Resident prevails in such legal action.

The PHA may evict the Resident from the unit only by complying with State of Texas statutory eviction requirements.

- G. If Resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.
- H. The Lease shall terminate upon abandonment of the premises by Resident, as outlined in Section XIII of the Lease.
- I. If the Lease is terminated because of criminal activity, PHA will notify the United States Post Office that Resident is no longer a resident of the PHA and does not receive mail at the address.
- J. PHA may not terminate the lease due to violence as to any Resident or Tenant or Tenant with a household member who has been the victim of violence except as to Residents or Tenants who engage in such violence.

Grievance Procedure

All grievances, disputes or appeals arising from the Lease which are subject to the Grievance Procedure shall be processed and resolved pursuant to the Grievance Procedure posted in the PHA office. **Grievances associated with termination of tenancy related to any activity, not just criminal activity, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by employees of the PHA, and to any drug-related criminal activity on or off PHA's premises, are excluded from the Grievance Procedure.**

Pre-Suit Mediation

Resident agrees that should resident have any dispute with the Lease, with the Authority or any matter in any way related to resident's tenancy of the premises, which dispute is not resolved through the Grievance Procedure per Section XVI of the Lease, it is a precondition to resident's filing any action concerning any such dispute that resident submit the dispute to non-binding mediation, except in the case where immediate injunctive relief is sought. Upon resident giving notice of a request for mediation, the PHA will make itself available for mediation within thirty (30) days of that notice.