



Chehalis Tribal

HOUSING AUTHORITY

EVICITION POLICY

Adopted by Board Action on February 27, 1996

Updated February 7, 2023 by Resolution: 2023-2-2

EVICTIION POLICY

Purpose

It is the intent for Chehalis Tribal Housing Authority to always create an environment of equality and fairness in all respects of tenancy and programs offered under CTHA. The CTHA was established for the purpose of providing housing to eligible Tribal members and Indians living on tribal properties through rentals, lease-to-purchase agreements, homeownership, homebuyer agreements in addition to subsidized housing opportunities for low-income tribal families.

The purpose of this policy is to ensure CTHA program compliance and regulatory procedures regarding collection and eviction sections pursuant to the CTHA Admission Policy XII.

Legal and Regulatory Requirements

The legal and regulatory requirements for Chehalis Tribal Housing Authority

The Residential Landlord/Tenant Act passed by the Chehalis General Council on February 7, 1995, states in 16.10.01

Pursuant to Chehalis Tribal Code: 12.10.150 Duties of tenant.

Each tenant shall pay the rental amount at such time and in such amounts as provided for in the rental agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of law and in addition shall:

- Keep that part of the premises which he or she occupies and uses as clean and sanitary as the conditions of the premises permit;
- Properly dispose from his or her dwelling unit all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant;
- Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the landlord;
- Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under CTC 4.15.010 (arson) or 4.15.120 (vandalism) if the destruction is intentional and malicious;
- Not permit a nuisance or common waste;
- Not engage in drug-related activity at the rental premises, or allow a subtenant, sublessee, resident, or anyone else to engage in drug-related activity at the rental premises. "Drug-related activity" means that activity that constitutes a violation of Chapter 4.45 CTC.
- Maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper

operation of the smoke detection device, as required in CTC 12.10.400.

- Not engage in any activity at the rental premises that is imminently hazardous to the physical safety of other persons on the premises and:
- Entails physical assaults upon another person that result in an arrest; or
- Entails the unlawful use of a firearm or other deadly weapon that results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under CTC 12.10.370. Nothing in this subsection H shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon; and
- Upon termination and vacation, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by failure of the landlord to comply with his or her obligations under this chapter; provided, that the tenant shall not be charged for normal cleaning if he or she has paid a nonrefundable cleaning fee.

"A tenant ... shall be guilty of unlawful detainer if such person shall continue occupancy ... (2) After receiving thirty (30) days' notice, ... (a)(a) that he or she is in default in the payment of rent; and (ii) requiring him, in the alternative, to pay the rent or surrender possession of the occupied property; and such person has remained in possession after receipt of such notice without either surrendering the possession of the property or paying the rent;..."

The Chehalis Tribal Code Title 12 Ordinance passed by the Chehalis General Council in creating the housing authority states in Article VIII(e):

"The Tribal Government hereby declares that the powers of the Tribal Government shall be vigorously utilized to enforce eviction of a tenant or Homebuyer for nonpayment or other contract violations, including action through the appropriate courts".

The Department of Housing and Urban Development's Indian Housing Regulations require each Indian Housing Authority to adopt Tenant and Homebuyer Collection Policies, including the remedy of eviction. It states in 24 CFR 950.335:

"Each Indian Housing Authority shall establish and adopt and use its best efforts to obtain compliance with written policies sufficient to assure the prompt payment and collection of rents and homebuyer payments."

In 24 CFR 950.340:

"Each IHA shall use leases that: ... (3) Require the IHA to give adequate written notice of termination of the lease that shall not be less than: ... (ii) fourteen days in the case of nonpayment of rent."

I. PROGRAM VIOLATIONS

- A. Program Violation—Program Participants commit a Program violation by committing any of the following, or when any member of the Program Participant's household, guest, or other person under Program Participant's control commits any of the following (whether Program Participant is aware of

the activity):

1. Failing to submit requested verification in a timely manner.
2. Failing to provide verification of social security numbers by providing a copy of their social security card.
3. Failing to complete recertification.
4. Failing to report changes in income and/or assets of household members in a timely manner
5. Vacating the unit in violation of the applicable program agreement and Policy.
6. Failing to use or maintain the unit as required under the applicable program agreement and Policy.
7. Conducting themselves personally or permitting members of the household or any guests or any other persons under their control to conduct themselves in a manner that:
 - a. Is criminal activity, including drug-related criminal activity;
 - b. Is disruptive of their neighbors' right to "quiet enjoyment" of their units (the CTHA will maintain a record of all complaints);
 - c. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of the CTHA (the CTHA will maintain a record of all complaints); or
 - d. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises.
8. Failing to make payments required under the applicable program agreement and Policy.
9. Failing to abide by the terms and conditions of the applicable program agreement and Policy.
10. Failing to abide by all applicable legal requirements for possession of any firearms, and failing to register any firearms present in the premises with CTHA.
11. Knowingly allowing a registered sex offender into their premises no matter what the duration of time such person is on the premises.
12. Using a CTHA unit for a purpose prohibited by this Policy.
13. Failure to keep the grounds and dwelling units in a safe and sanitary

condition.

14. Violating other CTHA Policies.

B. Fraudulent Crime Violation. Program Participants commit a Fraudulent Crime Violation by:

1. Knowingly omitting income or assets of self or household members.
2. Knowingly under reporting income or assets of self or household members.
3. Transferring income or assets to obtain or retain false eligibility.
4. Overstating deductions, allowances or expenses.
5. Using a false identity or false social security number.
6. Using false documents.
7. Falsifying the number of household members, etc.

C. Program Participants in any CTHA program providing rental assistance may not be renting from a member of the immediate family of any person residing in the Program Participant's household. The phrase "immediate family member" is to have the definition used in Puyallup Tribal law and policy.

II. TERMINATION AND EVICTION

A. Any Program Participant may terminate their agreement by providing the CTHA with a thirty (30) day written notice of his or her intent to terminate their participation in a CTHA program, unless the rental agreement, lease, or other agreement provides for another timeline. This notice must be personally served on the CTHA.

B. The CTHA may terminate the participation of a Program Participant in any CTHA program and evict Program Participant from the unit they occupy for any of the following reasons:

1. Serious or repeated violation of the terms or conditions of the rental lease or homebuyer agreement;
2. A violation of applicable Federal, State, or local law, or the Chehalis Tribal Code, including Title 4 – Law and Order Criminal Code;
3. Any activity, engaged in by the Program Participant, any member of the household of the Program Participant, or any guest or other person under the control of the Program Participant, that—
 - a. Is a criminal activity, including drug-related criminal activity, whether on or off the Premises. The term "drug-related criminal activity"

means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)) or any activity that constitutes a violation of Chapter 4.45 of the Chehalis Tribal Code;

- b. Threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of the CTHA;
 - c. Threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises;
 - d. For termination and eviction for violation of this subsection, it shall not be necessary that Program Participant (or any of the other covered persons) to have been criminally convicted of the activity. The CTHA may terminate and evict if a preponderance of the evidence demonstrates that a violation of this Section has occurred.
4. A “program violation” or “fraudulent crime violation” as defined in this Policy or in the applicable program Policy.
5. Any of the reasons listed in Section 12.10.150 of the Chehalis Tribal Code, including:
- a. Nonpayment of rent in such amounts and at such time as provided for in the rental agreement or as otherwise provided by law or this Policy;
 - b. Failure to keep that part of the premises which he or she occupies and uses as clean and sanitary as the conditions of the premises permit;
 - c. Failure to properly dispose from his or her dwelling unit all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant;
 - d. Failure to properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the landlord;
 - e. Intentionally or negligently destroying, defacing, damaging, impairing, or removing any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or
permitting any member of his or her family, invitee, licensee, or any person acting under his or her control to do so;
 - f. Permitting a nuisance or common waste;

- g. Failure to maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required in Section 12.10.400 of the Chehalis Tribal Code;
 - h. Engaging in any activity at the rental premises that is imminently hazardous to the physical safety of other persons on the premises and:
 - 1. Entails physical assaults upon another person that result in an arrest;
or
 - 2. Entails the unlawful use of a firearm or other deadly weapon that results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under Section 12.10.370 of the Chehalis Tribal Code, provided, that nothing in this Policy shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon
6. Other good cause permitted by law.

B. Notice to Quit

- 1. Statement of Grounds for Eviction Required. CTHA will provide a notice to quit addressed to the Program Participants of the dwelling unit and shall state the legally cognizable reason(s) for termination of the tenancy and the date by which the tenant is required to quit possession of the dwelling unit.
- 2. Notice Contents—the Notice must inform the Program Participant of their opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination.
- 3. Opportunity for Corrective Action—At CTHA's sole discretion, if the circumstances warrant, CTHA may provide a Program Participant an opportunity to take corrective action in lieu of termination.
- 4. Time Requirements for Notice. The notice must be delivered within the following periods of time:
 - a. No less than thirty (30) calendar days prior to the date to quit specified in the notice for any:
 - i. Failure to pay rent or other payments required by the agreement;
 - ii. Failure to keep or perform any condition or covenant of the lease or agreement;

- iii. Continuing to commit or to permit waste upon or maintain a nuisance upon the occupied property; or
- iv. Any violation of the lease agreement or this Policy not enumerated.
- b. No less than three (3) calendar days prior to the date to quit specified in the notice for any:
 - i. Drug related criminal activity, or other criminal activity that imminently threatens health, safety, or the right to peaceable enjoyment of neighboring properties;
 - ii. Serious injury to property, or injury to persons; or
 - iii. In situations in which there is an emergency, such as a fire or condition making the dwelling unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety.
- c. CTHA need not provide notice to Program Participants who have:
 - i. Occupied the unit beyond the term of any lease or rental agreement;
 - ii. Occupied a property without permission or agreement from CTHA;
 - iii. Continued to occupy a property after CTHA has terminated their agreement or the leasehold has been judicially foreclosed by eviction.

C. Serving the Notice to Quit.

- 1. Consistent with the requirements of Section 12.15.040 of the Chehalis Tribal Code, any notice to quit must be in writing, and must be delivered to the Program Participant in the following manner:
 - a. Delivery must be made by an adult person 18 years of age or older.
 - b. Delivery will be effective when it is:
 - i. Personally delivered to a tenant with a copy delivered by mail; or
 - ii. Personally delivered to any family member 14 years of age or older living in the premises with a copy delivered by mail.
 - c. If the notice cannot be given by means of personal delivery, or tenant cannot be found, the notice may be delivered by means of:
 - i. Securely posting a copy of the notice, in such a manner that it is not likely to blow away, in a conspicuous place near the entrance

of said premises, and by sending an additional copy to the tenant or occupier by certified mail, return receipt requested, properly addressed, postage prepaid, at the last known address of the tenant;

ii. CTHA may also post a copy of the notice in some public place near the premises, including a Community office, public store, or other commonly frequented place in addition to, but not in lieu of, the above notice.

d. The person giving notice must keep a copy of the notice and proof of service in accordance with Section 12.15.040 of the Chehalis Tribal Code, by affidavit or other manner recognized by law.

D. Court Action. If the tenant or homebuyer does not come into compliance if applicable, or voluntary vacate the unit at the end of the time period set out in the Notice to Quit, the CTHA shall file a complaint in Tribal Court seeking eviction of the Program Participant, in compliance with the Chapter 12.15 of the Chehalis Tribal Code.

A. Eviction

If at the end of the 30-day period, the resident has not paid in full, signed an acceptable payback agreement or vacated, the housing authority will immediately file an eviction action in Tribal Court to obtain a determination of Unlawful Detainer and an Order of Restitution to the housing authority.

The court papers will be served by a CTHA server by delivering the papers personally to the tenant homebuyer at their residence or other place.

Acceptable Repayment Arrangements Prior to Eviction/Court Action

The resident can repay all amounts owing (including all fees and costs incurred in this process) at any time prior to actual eviction and by doing so will automatically reinstate their Lease Agreement.

Leaving with a Delinquency

A. Residents with terminated Leases or MHO Agreements that have debt balances (including fees) will be processed through court proceedings if a Payback Agreement with the ex-resident cannot be executed and/or successfully followed.

B. Residents with terminated Leases Agreements that have debt balances with any Indian Housing Authority will not receive future housing assistance from CTHA until those debts have been paid in full.

Costs of Debt Collection

Staff will charge all costs incurred in the collection of debts to the resident through the Homebuyer's or Tenant's account.

Charges to Residents (Damage and Repairs)

- A. Upon vacating the unit, the ex-residents will be responsible for the costs of all necessary repairs to place the unit in satisfactory condition for the next resident.
- B. If adequate payment arrangements are not made by the ex-resident, the housing authority will file court action against the ex-resident to obtain payment.
- C. Upon failure of a homebuyer to fulfill their maintenance obligations, staff will perform the required maintenance and charge the Homebuyer's accounts accordingly, consistent with the MHO Agreement.

Vacancy Without Notice

- A. If a resident vacates the unit without notice, the CTHA will retake possession and immediately inspect the unit to determine if repairs are necessary.
- B. If repairs are necessary, the ex-resident will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.
- C. If adequate payment arrangements are not made by the ex-resident, the housing authority will file court action against the ex-resident to obtain payment.

Court Action to Collect Amounts Owed

Prior to processing action in court, the following actions will be taken together:

1. Staff will send a notice (**RRR**) to the former resident that it will begin court action to collect amounts owed, giving 15 days for a response before filing.
2. Attempt phone contact. (Document the file to include the conversation).
3. Attempt to contact in person. (Document the meeting for the file).

If the resident does not respond or is unwilling or unable to execute a Payback Agreement acceptable to the Executive Director, staff or attorneys will process claims against the resident. Steps to be taken will follow court requirements.

If the housing authority is unable to collect on a court judgment, staff will submit verification of collection efforts (including an asset report) and documentation of court action to HUD along with a request for a subsidy for "uncollectable vacated accounts".

Automatic Payments / Payments in Advance

The Housing Authority will request, encourage, and accept payroll deductions, direct deposits, and other forms of automatic payments on behalf of Residents. Any CTHA staff who become delinquent in payments to CTHA will automatically be placed on payroll deduction until the delinquency is paid off.

Payments in advance will be accepted and credited to the Residents' accounts. However, refunds will not be made from these advance payments without approval by action of the Board.

Evictions for Other Program Violations

After serious or repeated violations of provisions of the Lease or MHO Agreement, the Executive Director will take eviction action against the Tenant or Homebuyer following the due process provisions of the Eviction Policy and the Grievance Policy and Procedure.