**EVICTION POLICY**

A. The purpose of this policy is to ensure that if 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 Kirbyville Housing Authority (hereinafter called “KHA”).

B. The following procedures will be followed:

1. Notice to Vacate may be combined with or 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 period, appropriate action will be brought against the resident. Notice shall be:

a. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.

b. Three (3) days in the case of creation or maintenance of a threat to the health, safety, or security of any resident, guest, or KHA employee.

c. Thirty (30) days in all other cases.

2. Resident shall pay all court costs and the Authority’s reasonable attorney’s fees and other expenses in enforcing or defending this Lease and in recovering possession of the premises unless resident prevails in such legal action.

3. If resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.

4. KHA may evict a resident only by bringing a Court action.

5. The Constable's Office or another legally authorized department is the only entity authorized to execute an eviction.

6. KHA is not required to prove that the resident knew or should have known that a family member, household member, guest or other person under the resident's control was engaged in the action that violated the Lease. The resident must prove this defense by the preponderance of the evidence.

7. In deciding whether or not to evict for criminal activity, KHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.

8. In cases of criminal activity by a family member other than the head or spouse, KHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit or the property.

9. KHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.

10. KHA may require that the remaining family members live in strict compliance with the Lease and that the family be placed on Lease probation for an appropriate period of time.

11. Once an eviction occurs, the KHA shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

C. 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 KHA 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 KHA, and to any drug-related criminal activity on or off KHA’s premises, are excluded from the Grievance Procedure.**

D. Pre-Suit Mediation

Resident agrees that should resident have any dispute with the Lease, with KHA or any matter in any way related to resident’s tenancy of the premises, which dispute is not resolved through the Grievance Procedure, 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 Authority will make itself available for mediation within thirty (30) days of that notice.

E. Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by KHA and shall contain the following information:

1. Name of resident, resident's race and ethnicity, number and identification of apartment occupied

2. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently

3. For Lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest of the incident

4. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction

5. Specific reason(s) for the Notice(s), with the section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail

6. Date and method of notifying resident

7. Summaries of any conferences held with resident including dates, names of conference participants and conclusions

8. Copy of the served Termination Notice

9. Copy of any agreed settlement orders

10. Copy of any post-judgment agreements