

## LEASE ENFORCEMENT RESOURCES

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## **Lease Enforcement Procedure**

### **Section I. Introduction**

The PHA's lease states that rent is due and payable in advance on the first day of each month. Failure to pay rent constitutes grounds for the termination of the lease.

The lease also imposes other obligations on the resident that, if violated, constitute grounds for the termination of the lease or agreement.

It is the policy of the PHA to enforce the terms of the leases and to seek judicial remedy only as permitted by the federal regulations for the assisted housing program and by the property code and other relevant laws of the State of Texas.

The following procedures implement the above.

### **Section II. Applicability**

The PHA Lease Enforcement Procedures are applicable to residents of all properties owned and/or operated by the PHA under the various assisted housing programs, including (but not limited to) the Section 8 New Construction Program; the Section 8 Property Disposition Program; the Moderate Rehabilitation Program; the Substantial Rehabilitation Program; the Turnkey III Homeownership Opportunity Program; the Low Rent Public Housing Program; and, the Subsidized Multi-Family Housing Programs.

### **Section III. Rent Statements, Late Charges, and Returned Checks**

#### **A. Rent Statements**

The PHA will produce itemized monthly statement for each tenant account and will mail or deliver the itemized statements before the first day of each month.

#### **B. Late Charges**

Residents are allowed a five-day grace period in which to make their monthly rent payment. On the sixth day of each month (or the first work day thereafter) the PHA will post a late charge to the account of any resident whose rent (or any portion thereof) remains unpaid on that date.

Resident payments will be credited in the following order:

- 1) Unpaid delinquent charges in addition to rent;
- 2) Current charges in addition to rent;
- 3) Delinquent rent;
- 4) Current rent

Concurrent with the posting of the late charge to the resident's account, the PHA will produce a report (TAR report) identifying all residents who have been charged a late charge.

The PHA will send one copy of the late charge report to the Executive Director (ED) and/or the Managers.

C. Removal of Late Charges

If a Manager is aware that a resident has extenuating circumstances he/she may write a memorandum recommending that the late charge be removed from the resident's account. The Director will review the account in light of the new information, and will either approve or disapprove the Manager's recommendation to remove the late charge from the resident's account; and will send all approved recommendations to Finance, who will take the appropriate action to effect the approved change.

D. Returned Checks

The PHA will not accept a personal check from any resident that has had one check returned unpaid. All subsequent payments must be made in the form of cashiers checks or money orders.

Finance will post a service charge to the resident's account for each personal check that has been returned unpaid.

If a resident has avoided paying the late charge(s) by tendering a check that is subsequently returned unpaid, Finance will manually add the late charge(s) to the account at the time the unpaid check is posted.

**Section IV. Eviction Procedures for Non-Payment of Rent**

A. Initial Delinquency Reports

On the sixth day of each month (or the first work day thereafter), property managers will produce reports listing all residents whose accounts include delinquent rent. The initial delinquency reports will identify the amounts due for rent and for charges other than rent.

Accounts receivable will send one copy of each of the above-described reports to the Executive Director or the Managers.

B. Notices of Termination

Concurrent with the production of the initial delinquency reports the managers will produce notices of termination for all residents whose rent (or any portion thereof) remains unpaid on that date.

Section 8 New Construction; Section 8 Property Disposition; Moderate Rehabilitation; Substantial Rehabilitation; Turnkey III; and Subsidized Multi-family Housing residents will be issued a thirty-day notice of termination, which will expire on or about the fifth day of the following month. Low Rent Public Housing residents will be issued a fourteen-day notice of termination, which will expire on or about the twentieth day of the same month.

The notices are to contain the name of the Executive Director or development manager as the signatory and will utilize the format approved by the General Counsel, in keeping with applicable federal regulations and state laws.

The PHA will mail the original notice of termination to the resident and will forward one copy to the General Counsel for the evidence file and one copy to the Executive Director who will forward same to the Manager for placement in the resident's file.

#### C. Second Delinquency Reports

Upon the expiration of the notices of termination, the PHA will produce a second delinquency report for each set of programs listing all residents whose rent (or any portion thereof) remains unpaid as of that date.

Section 8 New Construction; Section 8 Property Disposition; Moderate Rehabilitation; Substantial Rehabilitation; Turnkey III; and Subsidized Multi-family Housing residents will be identified on the TAR 1320. Low Rent Public Housing residents will be identified on the TAR 1062.

The PHA will send one copy of each of the above-described reports to the General Counsel and five copies of the report to the ED or his/her designee for distribution to the Managers.

#### D. Notices to Vacate

Concurrent with the production of the second delinquency reports, Information Services will produce notices to vacate for all residents whose rent (or any portion thereof) remains unpaid on that date.

The notices are to contain the name of the development manager as the signatory, and will utilize the format approved by the General Counsel, in keeping with applicable federal regulations and state laws.

Information Services will mail the original notice to vacate to the resident and will forward one copy to the General Counsel for the evidence file and one copy to the ED or his/her designee who will forward same to the Manager for placement in the resident's file.

#### E. Legal Hold Status

Concurrent with the production of the notices to vacate, Finance will place the account of all residents who have been given a notice to vacate on Legal Hold. Once an account has been placed on Legal Hold, no payments will be accepted by PHA except for those accepted by the ED or his/her designee.

The ED or his/her designee will immediately release from Legal Hold all accounts upon which a payment has been accepted; all accounts upon which a credit is due; and all accounts upon which there are known and approved extenuating circumstances related to the non-payment of rent. The ED or his/her designee is responsible for removing all accounts from Legal Hold upon which the PHA does not want the General Counsel to file suit.

Finance will return all payments received on accounts that are on Legal Hold unless instructed otherwise by the ED or his/her designee. Payments will be returned to the resident by certified mail, return receipt requested. A copy of the documentation will be sent by regular mail for the resident's information. Finance will maintain a copy of the accompanying letter and receipts as part of their records and will forward a copy to the Manager for placement in the resident's file.

#### F. Forcible Detainer Complaint

Upon the expiration of the notice to vacate, the General Counsel will obtain a report of Residents on Legal Hold (TAR 1000) and will prepare and file Forcible Detainer complaints against all residents on the report who do not have cases already pending. [Once the complaint has been filed, the resident will be required to pay all court costs incurred, in addition to the charges on his/her account, unless he/she prevails in court.]

File stamped, docket numbered copies of the complaint will be forwarded to Finance and to Housing Management for their records. A list of pending suits will be provided to the ED or his/her designee.

The General Counsel will prepare an evidence packet (consisting, at a minimum, of copies of the notice of termination, the notice to vacate and the tenant transaction history) on each complaint, will notify the Manager if his/her presence is required in court, will present PHA's case at the hearing in Justice of the Peace court, and will notify the ED or his/her designee whether a judgment has been obtained.

#### G. Writ of Possession

On the sixth day after the judgment is obtained (or the first work day thereafter), the Manager will check the unit to see whether the resident has vacated.

If the resident has vacated, the Manager will immediately remove the resident's

account from Legal Hold, will notify his/her Director and the General Counsel by telephone of the vacancy, and will complete and process a copy of the Notice of Move Out.

On or about the seventh day after the judgment is obtained, the General Counsel will obtain a new report of Residents on Legal Hold (TAR 1000) and will request that the Court issue a Writ of Possession on all residents remaining on the report whose case is ready for a Writ to issue.

The General Counsel will inform the ED or his/her designee that a writ has been requested and will also send the appropriate documentation to Finance. Finance will post the charges for the cost of filing suit and the cost of obtaining the writ to the resident's account; and will pay the Justice of the Peace Court for said items.

#### H. Interaction with Resident While Legal Action Is Pending

In general, staff is not to conduct business with a resident whose lease has been terminated for non-payment until such time as he/she has paid the full amount due and been removed from Legal Hold.

The PHA will generally accept payments on delinquent accounts up until 4:30 p.m. of the day prior to the date an eviction is scheduled. No payments will be accepted on the date the eviction is scheduled.

Only the President/CEO, Sr. Vice-President/COO, and the ED are authorized to call off an eviction.

[In instances where staff is uncertain whether to process certain information brought in by the resident - such as information that may result in a credit being posted to the resident's account - he/she is to immediately contact his/her Director for guidance before interacting with the resident.]

#### I. Execution of Writ of Possession

The Manager will contact the Constable's office and schedule the eviction to be performed within five working days of the issuance of the Writ, weather permitting. (The Constable's office will determine whether the weather is prohibitive; and the Manager will immediately make arrangements for an alternate date.)

The Manager will also ensure that adequate personnel from the temporary agencies are available to assist the Officer enforcing the Writ on the day of the eviction.

Once a resident's personal belongings have been removed from the unit under the Officer's supervision, the unit will be locked and secured by PHA staff. PHA staff is prohibited from handling any of the personal belongings of the resident except as directed by the Officer. Failure to adhere to this procedure will constitute grounds for disciplinary action.

If there is a question as to whether the unit has been vacated, the Manager will contact the Constable and have an Officer come out and inspect the unit. The Officer will then either declare the unit vacant, or will proceed with the eviction.

As soon as the unit is vacant, the Manager will send Finance a form detailing the cost of performing the eviction, and Finance will post the charges to the resident's account.

**J. Third Complaint Filed Within Eighteen Month Period**

The above notwithstanding, PHA will not accept payment from any resident against whom PHA has filed suit for non-payment three times in any twelve month period.

The third time in any twelve month period that PHA files suit against a resident for non-payment the appropriate legal action will be taken to return possession of the unit to PHA, unless the resident prevails in court.

Only the ED is authorized to intervene.

**Section V. Agreements to Pay**

The ED or his/her designee may approve an Agreement to Pay when it is deemed that extraordinary circumstances exist. Such Agreements may include, but are not limited to, amounts owed for unpaid rent and/or other charges; and fire and/or other damage charges.

Generally, the terms for entering into an Agreement to Pay are that the resident must pay a minimum of twenty-five percent of the total amount due as a down payment on the Agreement, and must agree to pay the balance in monthly installments for a period of time. The length of time allowed for the payout will be determined after considering factors that may include, but are not limited to, the following: the amount due; the reason for the debt; the ability of the resident to pay; and other extenuating circumstances.

Only the ED is authorized to approve Agreements to Pay with a lower percentage down payment and/or for a term in excess of twelve months.

**Section VI. Eviction Procedures for Serious or Repeated Violations of the Material Provisions of the Lease & Other Good Cause**

Material non-compliance and/or other good cause may include, but are not limited to: failure to pay for charges other than rent; having an unauthorized person living in the unit; keeping unauthorized animals as pets; the display and/or use of weapons on PHA property; criminal activity; drug-related activity; failing the annual screening for criminal conviction; interfering with the right to peaceful enjoyment of other residents, extremely poor housekeeping, failing to provide complete and accurate information on family income and composition, failure to recertify, fraud, failure to comply with a PHA-initiated



transfer request; etc. and various serious or repeated violations of the lease.

A. Determination and Documentation of Lease Violation

When the conduct of the resident constitutes a violation of the lease, the Manager will write a detailed narrative describing the circumstances of the violation (including the names, addresses and phone numbers of any witnesses); will obtain a copy of the police report (if any); and will place the information in the resident's file.

The Manager will then analyze the conduct of the resident in light of the lease and applicable federal regulations and state laws, and will make a determination as to whether the conduct warrants the issuance of a notice of termination. If the Manager is unable to make a clear determination regarding the issuance of a notice of termination, he/she will immediately contact the ED for guidance.

B. Notice of Termination

Once a determination has been made to proceed with the termination of the lease, the Manager will issue the appropriate notice of termination, utilizing the format approved by the General Counsel, in keeping with applicable federal regulations and state laws. The notice will be both mailed to the resident by first class mail and hand-delivered to the resident's unit. The Manager will place one copy of the notice in the resident's file and will forward a second copy to his/her Director.

C. Notice to Vacate

Upon the expiration of the notice of termination, the Manager will issue a notice to vacate, utilizing the format approved by the General Counsel, in keeping with applicable federal regulations and state laws. The Manager will place one copy of the notice to vacate in the resident's file and will forward the file to his/her Director for review. If the Director approves of the termination action, he/she will forward the resident file folder to the General Counsel.

D. Review of Allegations, Evidence, Etc. by Counsel

The General Counsel will review the file and will make a determination as to whether the evidence in the case is sufficient to support the allegations in a court of law.

If the General Counsel determines that PHA does not have sufficient evidence to support the Manager's allegations in a court of law, it will return the file to the Manager, who will meet with the resident(s) involved in the injurious conduct to discuss the problem. Said meeting(s) will be documented in the resident's file.

E. Forcible Detainer Complaint

If the General Counsel determines that sufficient evidence exists to pursue the

matter in a court of law, it will place the resident's tenant account on LEGAL HOLD and will file a Forcible Detainer complaint with the Justice of the Peace Court of the appropriate jurisdiction, requesting that possession of the unit be returned to PHA.

The General Counsel will notify the Manager of the date, time and place set for the hearing, and of any witnesses that must be brought to court. The Manager will be responsible for bringing to court only those witnesses who live on PHA property.

The General Counsel may subpoena witnesses who have been identified as having important testimony but who have shown a reluctance to appear in court

#### F. Writ of Possession

The same procedure regarding the Writ of Possession, as outlined hereinabove in Section IV, will apply in the case of an eviction for material non-compliance and/or other good cause.

### **Section VII. Appeals**

Texas law provides for a trial de novo (a new trial) in the appeal of a judgment by the Justice of the Peace court in a Forcible Detainer case. The appellant must file the appeal within five days of the date of the judgment. A case that has been appealed will be forwarded to the County Clerk's office for assignment to a County Court at Law for hearing. No Writ of Possession may be obtained once an appeal has been filed..

The General Counsel will notify the ED or his/her designee that a case has been appealed; will inform the Manager of the date, time and place the appeal will be heard; and will represent the PHA at the trial.

If the appeal is decided in favor of PHA, the same procedures for obtaining and executing the writ will apply.

Occasionally, a judgment against the PHA will be rendered in JP Court that warrants a PHA appeal. The same time frame applies to the PHA as to the resident. An example of such a situation would be one in which the Justice of the Peace Court fails to follow HUD requirements and should have ruled in the PHA's favor.



## **Procedure on Lease Termination**

### **1.00 General**

1. A resident may terminate his or her lease at any time by giving thirty days written notice to the manager.
2. The Authority may terminate a lease only for serious or repeated violations of the material provisions of the lease or other good cause, including but not limited to:
  - a. Failure to pay rent or other charges when due;
  - b. Criminal activity by resident, household member, guest, or other person under resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, staff or persons residing in the vicinity;
  - c. Drug related criminal activity by resident, household member, guest, or other person under resident's control;
  - d. Permitting an unauthorized occupant in the apartment without seeking Authority's permission to add the individual to the lease and that individual's passing screening;
  - e. Permitting roomers or boarders to reside in the apartment;
  - f. Falsifying information related to use of illegal drugs or abuse of alcohol;
  - g. Fleeing to avoid prosecution, custody or confinement after conviction for a crime or attempt to commit a crime that is a felony under the laws of the state fled<sup>1</sup>
  - h. Violating a condition of probation or parole imposed under state or federal law;
  - i. Failing to comply with requirements for annual reexamination;
  - j. Failing to report changes in income or family composition as required by the lease;
  - k. Failing to pay utility bills when resident is responsible paying such bills to the utility supplier.
3. See **Procedure on Community Service**.

### **1.01 Amount of Notice Required for Lease Termination**

1. The amount of notice provided to the resident depends upon the reason for the lease termination. Amount of notice required is
  - a. 14 days for failure to pay rent;
  - b. A reasonable time, considering the seriousness of the situation when life, health or safety of other residents, Authority employees or persons residing in the vicinity are threatened or when there is drug related criminal activity (but not more than 30 days notice);
  - c. 30 days in all other cases.
2. If the individual whose lease is proposed for termination is a person with a disability, and the reason for termination is something other than criminal activity, the manager schedules a meeting before sending

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<sup>1</sup>



a notice of lease termination to determine whether a reasonable accommodation would permit the resident to be lease compliant.

### **1.03 Contents of Lease Termination Notice**

1. Notice of lease termination must identify the action (or failure to act) for which the resident's lease is being terminated as well as the specific section of the lease violated;
2. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
3. Certain lease terminations are not eligible for the Grievance Procedure, specifically, if a resident, household member, guest, or other person under resident's control, commits
  - a. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or Authority employees; or
  - b. any drug-related criminal activity (24 CFR § 966.4(l)(3)).
4. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.
5. Notices of lease termination may be served personally on an adult member of the resident family or posted on the apartment door.



**NOTICE TO VACATE**

DIANA RODRIGUEZ  
2906 E KREST M13 17  
DALLAS, DALLAS TX 75216

February 12, 2009

Dear DIANA RODRIGUEZ

You are here by notified that you within three (3) days after service of this Notice you are required to vacate the apartment you presently occupy due to the termination of your lease with the Housing Authority of the City of Dallas for non-payment of rent.

If you do not vacate the premises within the required time, the Dallas Housing Authority will begin legal proceedings against you to recover possession of your apartment, for all rent, and for court costs.

Do not mail in any further payments or place any payments in the drop box. All such payments will be returned to you by certified mail.

DALLAS HOUSING AUTHORITY

Vicki Jackson  
Manager, CEDAR GLEN (50059)  
(214)375-2573

451 451 17 168704  
Cc: Legal Technician



12 December 2008

DIANA L RODRIGUEZ  
2906 E Kiest M13 17  
DALLAS, DALLAS TX 75216

SUBJECT: THIRTY (30) DAY NOTICE OF LEASE TERMINATION

Dear DIANA RODRIGUEZ:

The Housing Authority of the City of Dallas ("DHA") hereby gives you notice that your lease on the premises located at 2906 E Kiest M13 17 DALLAS TX 75216 will be terminated effective thirty (30) days after receipt of this notice.

The specific reason for the termination of your tenancy is non-payment of rent in the amount of \$1104.69, which is a breach of the terms of your lease.

#### NOTICE OF RIGHTS

1. You have the right to make such reply as you may wish;
2. You have the right to request a hearing in accordance with DHA's Resident Grievance Procedure by making such request either orally or in writing to the management office.
3. You have the right to examine, at your request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of DHA, and which are directly relevant to the termination of tenancy or eviction;
4. You have the right to copy any such document at your own expense;
5. You have the right to defend this action in court;
6. You have the right to be represented by counsel, to refute the evidence presented by DHA (including the right to confront and cross-examine witnesses) and to present any affirmative legal or equitable defense which you may have.

Vicki Jackson  
Manager, CEDAR GLEN (50059)  
(214)375-2573

3939 N. Hampton Road, Dallas, Texas 75212 (214) 951-8300



13 January 2009

OLETHER JR GAMBLE  
3333 EDGEWOOD ST 1210  
DALLAS, TX 75215

161042  
31210

SUBJECT: FOURTEEN (14) DAY NOTICE OF LEASE TERMINATION

Dear OLETHER JR GAMBLE:

The Housing Authority of the City of Dallas (DHA) hereby gives you notice that your lease on the premises located at 3333 EDGEWOOD ST 1210 DALLAS, TX 75215 will be terminated effective fourteen (14) days after receipt of this notice.

The specific reason for the termination of your tenancy is non-payment of rent in the amount of \$1287.00, which is a breach of the terms of your lease.

NOTICE OF RIGHTS

1. You have the right to make such reply as you may wish;
2. You have the right to request a hearing in accordance with DHA's Resident Grievance Procedure by making such request either orally or in writing to the management office;
3. You have the right to examine, at your request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of DHA, and which are directly relevant to the termination of tenancy or eviction;
4. You have the right to copy any such document at your own expense;
5. You have the right to defend this action in court;
6. You have the right to be represented by counsel, to refute the evidence presented by DHA (including the right to confront and cross-examine witnesses) and to present any affirmative legal or equitable defense which you may have.

Cathy Goree  
Manager, PARK MANOR

<p style="text-align: center;"><b>Cause No.</b> _____</p> <p>THE HOUSING AUTHORITY OF THE CITY OF DALLAS, TEXAS, <i>Plaintiff,</i> vs. <u>(Name of Defendant)</u> and ALL OTHER OCCUPANTS, <i>Defendants.</i></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>IN THE JUSTICE COURT</p> <p>PRECINCT 5, PLACE 2</p> <p>DALLAS COUNTY, TEXAS</p>
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**SWORN COMPLAINT FOR FORCIBLE DETAINER**

The Housing Authority of the City of Dallas, Texas (“DHA”), Plaintiff in this matter, files this Sworn Complaint for Forcible Detainer complaining of (Full Name of Defendant) (“Last Name of (“ Defendant”)”) and All Other Occupants (sometimes referred to collectively as “Defendant”) who’s only known home address is (complete address of Defendant) (the “Premises”) and shows the court the following:

1. Service is requested on Defendant by personal service at (insert Defendant’s last name) home or work, or by alternative service under the Texas Rules of Civil Procedure 742(a). (insert Defendant’s last name) only known home address is the Premises. DHA knows of no other home or work addresses of (insert Defendant’s last name) in the county where the Premises are located.

2. DHA is the owner of the Premises, which is a part of DHA’s Housing Development Cliff Manor Apartments. Defendant occupies the Premises pursuant to a written agreement, which Plaintiff signed on or about September 26, 2011 (the “Lease Agreement”). See attached **Exhibit 1**.

3. The Supremacy Clause of the United States Constitution, Article VI, Clause 2 states,

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, and any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

4. The Lease Agreement for the Premises, which is the basis of this lawsuit, is subject to the regulations issued by the U.S. Department of Housing and Urban Development (“HUD”).



5. On or about January 26, 2012, Defendant displayed a knife, a deadly weapon, and threatened the safety of another resident. Defendant got into a verbal altercation with another resident. Defendant then went into his residence and produced a knife that he began swinging towards the other resident's chest in an attempt to harm the resident. The Dallas Police Department was called to the Premises to investigate, which resulted in Defendant being arrested. See attached **Exhibit 2**.

6. Defendant's actions are a direct violation of Section 11(t)(9), which states, that a Lease may be terminated for:

**Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw or otherwise discharge a deadly weapon, or to inflict any injury or another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles as those terms are defined in Section 46.01 of the Revised Texas Penal Code.**

7. Defendant's actions are also a direct violation of Section 11 of the Lease Agreement, both which states, "[t]enants are obligated to refrain from any drug-related or violent activity or other activity that threatens others." Further, Section 11 of the Lease Agreement provides, "failure by the Tenant to comply with these Tenant Obligations' is grounds for termination of this Lease." These actions constitute noncompliance with material terms of the Lease Agreement. See attached **Exhibit 1**.

8. Because of the Lease violations by (insert Defendant's last name), in accordance with Section 23 of the Lease Agreement, DHA delivered to Defendant a written Three (3) Day Notice of Lease Termination on February 1, 2012 to the Defendant. See attached **Exhibit 3**. When Defendant failed to tender possession of the Premises to DHA, Defendant was delivered a written Three (3) Day Notice to Vacate the Premises with a demand for possession on February 7, 2012. See attached **Exhibit 4**.

9. Although Defendant was properly notified that the Lease had been terminated and received a written notice to vacate, Defendant had failed to vacate the Premises and failed to comply with DHA's written demand for possession of the Premises.

10 Defendant is not in the military on active duty in the U.S. Military (Army, Navy, Air Force, Marines or Coast Guard).

**WHEREFORE, PREMISES CONSIDERED,** The Housing Authority of the City of Dallas, Texas prays that the Defendant, (insert complete name of Defendant) and All Other Occupants, be cited to appear and answer this Complaint, and that the DHA have judgment for:

- a) Possession of (insert Defendant's complete address);
- b) Costs of court; and
- c) Other and further relief to which it may show itself to be entitled.

Respectfully submitted,

**THE TAYLOR LAW FIRM, P.C.**

P.O. Box 1766

DeSoto, Texas 75123

Telephone: (214) 960-4043

Facsimile: (888) 400-8116

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**Nicole Taylor**

State Bar No. 24015130

**Heather Ragsdale**

State Bar No. 24061833

**ATTORNEYS FOR PLAINTIFF**

**THE HOUSING AUTHORITY FOR THE CITY OF  
DALLAS, TEXAS**

SUBSCRIBED AND SWORN TO BEFORE ME THIS                      DAY OF MARCH 2012.

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**Notary Public, State of Texas**



# Dallas Housing Authority



3939 N. Hampton Rd., Dallas, TX 75212 | Phone: 214.951.8300 | Fax: 214.951.8800 | [www.dhadal.com](http://www.dhadal.com)

Date: 02-07-12

[REDACTED]  
2423 FT WORTH AVE, [REDACTED]  
DALLAS, TX 75211

SUBJECT: THREE (3) DAY NOTICE TO VACATE

Dear [REDACTED] And All Occupants:

As you are aware the Housing Authority of the City of Dallas (DHA) terminated your lease effective 02-04-12.

You are here by notified that you are required to vacate the unit you now occupy within three(3) days after service of this notice

If you do not vacate the premises within the required time DHA will begin legal proceedings against you to recover possession of the house and for court costs.

Sincerely,

Cathy Goree  
(214)943-5911

Cc: /Area Supervisor/Reynolds/FILE/Document Control

Client #: [REDACTED]

Unit #: [REDACTED]

*Hand delivered by: Cathy Goree*  
*Witness by: [Signature]*

DHA is a Fair Housing and Equal Opportunity Agency  
Individuals with disabilities may contact the 504/ADA Coordinator at 214.951.8348,  
TTY 1.800.735.2989 or 504ADA@dhadal.com



# Dallas Housing Authority

3939 N. Hampton Rd., Dallas, TX 75212 | Phone: 214.951.8300 | Fax: 214.951.8800 | www.dhadal.com

02-01-12

**BENJAMIN D SANDERS**  
**222 FT WORTH AVE**  
**DALLAS, TX 75211**

**SUBJECT: THREE (3) DAY NOTICE OF LEASE TERMINATION**

Dear **BENJAMIN D SANDERS**:

The Housing Authority of the City of Dallas ("DHA") hereby gives you notice that your lease on the premises located at DALLAS, TX 75211

**222 FT WORTH AVE**

will be terminated effective 02-04-12.

The specific reason(s) for the termination of your tenancy are as follows:

On or about January 26, 2012 on or near DHA property you displayed a deadly weapon (knife) and threaten the safety of another resident (**[REDACTED]**)

These actions are in breach of the following lease provision(s):  
Part 2 # 11 Tenant Obligations - pg. 14 # 8.

1. You are not entitled to a grievance hearing on the termination;
2. If you do not vacate the unit DHA will file a Forcible Detainer complaint with the Justice of the Peace Court of appropriate jurisdiction, pursuant to the Texas laws on eviction;
3. HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations;
4. This eviction is for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of DHA;
5. You have the right to make such reply as you may wish;
6. You have the right to examine, at your request, before a court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of DHA, and which are directly relevant to the termination of tenancy or eviction;
7. You have the right to copy any such document at your own expense;
8. You have the right to defend this action in court;
9. You have the right to be represented by counsel, to refute the evidence presented by DHA (including the right to confront and cross-examine witnesses) and to present any affirmative legal or equitable defense which you may have.

Cathy Goree  
Manager, CLIFF MANOR  
(214)943-5911

*Hand delivered by: Cathy Goree*  
*Witness by: [Signature]*

DHA is a Fair Housing and Equal Opportunity Agency  
Individuals with disabilities may contact the 504/ADA Coordinator at 214.951.8348,  
TTY 1.800.735.2989 or 504ADA@dhadal.com

CAUSE NO. JE1000201K

DALLAS HOUSING AUTHORITY  
Estell Village Apartments

Plaintiff,  
v.

TENANT NAME,  
AND ALL OCCUPANTS,  
Defendants.

§  
§  
§  
§  
§

IN THE JUSTICE COURT

PRECINCT NO. 1

DALLAS COUNTY, TEXAS

COMPLAINT FOR FORCIBLE DETAINER

The Dallas Housing Authority, hereinafter called "Plaintiff", files this Sworn Complaint for Forcible Detainer complaining of TENANT NAME and All Occupants ("Defendant") whose only known home address is TENANT Address (the "Premises") and whose only work address is unknown shows the court the following: that a landlord and tenant relationship existed and now exists by reason of a lease for the premises located at TENANT ADDRESS, in Justice Precinct No. 1 Dallas County at a monthly rent of \$183.00 payable in advance on the 1<sup>st</sup> of each month. On or about the 1<sup>st</sup> of January 10, Defendant failed to pay the monthly rent due and therefore has forfeited his right to the Premises. Plaintiff properly served Defendant with written demand for either rent due, possession or both; however, Defendant continues to unlawfully withhold possession of the Premises contrary to the terms of the parties' lease agreement. Plaintiff sues for rent due, unpaid amounts of \$ 629.59 and for all costs of court. Rent due continues to accrue at \$ 5.90 per day until Plaintiff regains possession of the Premises. DHA has reason to believe that no Defendant is engaged in the military on active duty for the United States.

WHEREFORE, PREMISES CONSIDERED, Dallas Housing Authority prays that Defendant, TENANT NAME be cited to appear and answer this complaint, and that Dallas Housing Authority have judgment for the recovery of the premises, for rent due or to become due and for all costs of court.

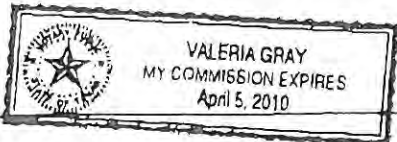
FILED  
2010 JAN 20 PM 2:03  
PRECINCT 1000201K

The Dallas Housing Authority

By: [Signature]  
Agent  
3939 N. Hampton Road  
Dallas, Texas 75212  
214.951.8475 (Phone)  
214.951.8495 (Fax)

SWORN TO AND SUBSCRIBED before me this 20 day of January, 2010

Valeria Gray  
Notary Public in and for the State of Texas





# Dallas Housing Authority



3939 N Hampton Rd, Dallas, TX 75212 | Phone: 214 951.8300 | Fax: 214 951.8800 | www.dhadal.com

12/14/2009

*TENANT NAME*  
5974A HIGHLAND VILLAGE - *Unit #*  
DALLAS, DALLAS TX 75241

Client ID: \_\_\_\_\_  
Unit: \_\_\_\_\_

SUBJECT: THIRTY (30) DAY NOTICE OF LEASE TERMINATION

Dear *TENANT NAME*

The Housing Authority of the City of Dallas ("DHA") hereby gives you notice that your lease on the premises located at 5974A HIGHLAND VILLAGE, DALLAS TX 75241 will be terminated effective thirty (30) days after receipt of this notice. *Unit #*

The specific reason for the termination of your tenancy is non-payment of rent in the amount of \$446.59, which is a breach of the terms of your lease.

## NOTICE OF RIGHTS

1. You have the right to make such reply as you may wish,
2. You have the right to request a hearing in accordance with DHA's Resident Grievance Procedure by making such request either orally or in writing to the management office.
3. You have the right to examine, at your request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of DHA, and which are directly relevant to the termination of tenancy or eviction,
4. You have the right to copy any such document at your own expense;
5. You have the right to defend this action in court;
6. You have the right to be represented by counsel, to refute the evidence presented by DHA (including the right to confront and cross-examine witnesses) and to present any affirmative legal or equitable defense which you may have.

Eric Robinson  
Manager, ESTELL VILLAGE (50059)  
(214)376-4383



# Dallas Housing Authority



3939 N. Hampron Rd , Dallas, TX 75212 |Phone: 214 951 8300|Fax: 214.951.8800| [www.dhadal.com](http://www.dhadal.com)

January 14, 2010

*TENANT NAME*  
5974A HIGHLAND VILLAGE - *Unit #*  
DALLAS, DALLAS TX 75241

ClientID:  
Unit:

## NOTICE TO VACATE

Dear *TENANT NAME*

You are hereby notified that you within three (3) days after service of this Notice you are required to vacate the apartment you presently occupy due to the termination of your lease with the Housing Authority of the City of Dallas for non-payment of rent.

If you do not vacate the premises within the required time, the Dallas Housing Authority will begin legal proceedings against you to recover possession of your apartment, for all rent, and for court costs.

Do not mail in any further payments or place any payments in the drop box. All such payments will be returned to you by certified mail.

DALLAS HOUSING AUTHORITY

Eric Robinson  
Manager, ESTELL VILLAGE (S0059)  
(214)376-4383

DHA is a Fair Housing and Equal Opportunity Agency  
Individuals with disabilities may contact the 504/ADA Coordinator at 214 951.8348,  
TTY 1.800.735.2989 or 504ADA@dhadal.com

## Eviction Timelines Minimum Notice Periods

Day 1-----Day 3-----Day 6-----Day 10-----Day 14-----Day 17-----Day 30-----Day 33

**Grounds  
for  
Eviction**

Health,  
Safety or  
Criminal  
Activity

Notice of  
Lease  
Violation

Notice of Lease  
Termination/  
Notice to  
Vacate

Complaint  
filed with JP  
Court

Non-  
Payment  
of Rent

Notice of  
Lease  
Violation

Time to  
Invoke  
Grievance  
Procedure  
Ends\*

Notice of  
Lease  
Termination/  
Notice to  
Vacate\*\*

Complaint  
filed with JP  
Court

Failure to  
fulfill  
household  
obligations,  
being over  
the income  
limit or other  
good cause

Notice of  
Lease  
Violation

Time to  
Invoke  
Grievance  
Procedure  
Ends\*

Notice of  
Lease  
Termination/  
Notice to  
Vacate \*\*

Complaint  
filed with  
JP Court

\* Time to request a grievance hearing is generally 10 days, unless the PHA's policy specifies a different time period  
 \*\* If tenant requests a grievance hearing, Notice of Termination/Notice to Vacate cannot be sent until grievance hearing decision has been issued that favors the HA



**Housing Authority of \_\_\_\_\_**  
**Development Name \_\_\_\_\_**

**Rent Rebate Worksheet**

(1) Tenant Name: \_\_\_\_\_

Tenant Address: \_\_\_\_\_

(2) Description of Maintenance Problem: \_\_\_\_\_

(3) Does the maintenance problem represent a defect hazardous to life, health or safety? \_\_\_\_\_ **YES**  
**NO**  
**If NO, STOP. DO NOT COMPLETE REMAINING QUESTIONS!**

(4) Did the tenant cause the problem? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**  
**If YES, STOP. DO NOT COMPLETE REMAINING QUESTIONS!**

5) Date maintenance problem was reported: \_\_\_\_\_  
 Date maintenance problem was fixed/abated : \_\_\_\_\_

6) Number of months between when problem was reported and when it was corrected: \_\_\_\_\_  
 (This is the abatement period.)

(7) Appropriate amount of rebate (Check one):

- \_\_\_\_\_ 100% of the rent. Problem is very critical and makes the unit unlivable. Examples: No running water, only commode inoperable, no electricity.
- \_\_\_\_\_ 75% of the rent. Problem is serious but unit is partially livable. Examples: Roof leaks in 2 rooms, no hot water, no electricity in some rooms, no water in kitchen.
- \_\_\_\_\_ 50% of the rent. Problem is a major inconvenience but unit is livable. Examples: No water in kitchen sink, no electricity in bedrooms.

(8) Total Tenant Payment (rent + utility allowance): \$ \_\_\_\_\_

(9) Monthly Abatement (% from Line 7 X Line 8): \$ \_\_\_\_\_

(10) Total abatement (# of months on Line 6 X Line 9): \$ \_\_\_\_\_

**Housing Authority of \_\_\_\_\_**  
**Development Name \_\_\_\_\_**

**REPAYMENT CONTRACT**

Resident Name: \_\_\_\_\_

Address: \_\_\_\_\_

Acct. Number: \_\_\_\_\_ Amount Delinquent:\$ \_\_\_\_\_ # of Days Delinquent: \_\_\_\_\_

This contract between the above-named resident and the resident and the Housing Authority of \_\_\_\_\_ describes how the Amount Delinquent (\$ \_\_\_\_\_) shall be repaid to the Authority.

1. Resident shall make a down payment of \$ \_\_\_\_\_ when this agreement is executed as a sign of good faith.
2. Thereafter, resident shall pay of \$ \_\_\_\_\_ per month or ten percent of adjusted monthly income by or before the fifth working day of the month in addition to the current rent and other charges for \_\_\_\_\_ months until the Amount Delinquent is repaid in full.
3. Annual income and adjusted income shall be computed as required by Federal regulations and the Authority shall adjust the Resident's rent and the amount due under this contract, either up or down, if the Resident's income changes according to the schedule and procedure described in the Resident's lease.
4. The Authority agrees to take no legal action to terminate the Resident's lease for non-payment of rent as long as the Resident honors the terms of this contract.
5. The Resident understands that if timely payments as described in number 2 above are not made, the contract is null and void, the remaining Amount Delinquent becomes due in full, and the Authority will begin legal proceedings to terminate the lease.
6. Nothing in this contract shall deprive the Resident of his/her rights under the Authority's lease or grievance procedure.
7. Nothing in this contract shall deprive the Authority of its rights to take lease enforcement action for lease violations not related to rent payment.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
PHA Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Seal and Commission Information

\_\_\_\_\_  
Date:

**Housing Authority of \_\_\_\_\_**  
**Development Name \_\_\_\_\_**

**Repayment Contract Worksheet**

- (1) Tenant Name: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Street Address: \_\_\_\_\_
  
- (2) Total Amount Delinquent:                   \$ \_\_\_\_\_
  
- (3) 15% X Total Amount Delinquent:           \$ \_\_\_\_\_
  
- (4) 50% X Total Amount Delinquent:           \$ \_\_\_\_\_
  
- (5) Total Tenant Payment  
(Rent + Utility Allowance):                   \$ \_\_\_\_\_/Mo
  
- (6) 1/3 Total Tenant Payment  
(Amount on Line 5 divided by 3)               \$ \_\_\_\_\_/Mo
  
- (7) Actual Down Payment Negotiated           \$ \_\_\_\_\_
  
- (8) Balance Due (Line 2 Minus Line 7)       \$ \_\_\_\_\_
  
- (9) Months of Repayment  
(Line 8 divided by Line 6)                   \_\_\_\_\_

Instructions: Fill in Items (1) through (6) before beginning negotiations with the tenants.

\_\_\_\_\_  
Signature: Housing Manager

\_\_\_\_\_  
Signature: Resident

**Housing Authority of \_\_\_\_\_**  
**Development Name \_\_\_\_\_**

Date: \_\_\_\_\_

Good Payer Letter

Resident Name  
Resident Address  
City, State Zip

Dear \_\_\_\_\_;

As you have probably heard by now, The Authority is beginning a tough program to get residents to pay their rent. When residents don't pay their rent, it is impossible for us to offer the kind of service we would like and you deserve.

We wish to take this opportunity to thank you for your good rent-paying habits and responsible attitude. We appreciate the way in which you have accepted your obligation to pay the rent and believe that if we can get your neighbors who don't pay rent to either pay up or move out, we can make this development a better place to live.

Once again, thank you for being a part of the solution, not part of the problem.

Sincerely yours,

\_\_\_\_\_  
Housing Manager

**Housing Authority of \_\_\_\_\_**  
**Development Name \_\_\_\_\_**

Resident Name  
Resident Address  
City, State and Zip Code

Dear \_\_\_\_\_;

As you have probably heard by now, the Authority is beginning a tough program to get all residents to pay their rent and other charges on time. We mean business!

**All tenants who owe back rent, and who have not signed payment agreements by will be processed immediately for eviction - and if we have to take you to Court, we will take legal action for your back rent and your unit. This is the new policy. No deals after \_\_\_\_\_.**

Please contact your manager immediately and set up an arrangement to pay us your back rent. We are offering you a fair chance to pay off your debt, and fair warning of what will happen if you don't.

Please come in and set up a payment plan **NOW!**

**If you haven't made a payment plan by \_\_\_\_\_, you will lose your home.**

Sincerely yours,

\_\_\_\_\_  
Housing Manager

## GRIEVANCE PROCEDURE

- A. Purposes and Scope: The purpose of these procedures and requirements is to
1. set forth the requirements, standards, and criteria for a **Grievance Procedure** for residents of the Housing Authority of the City of \_\_\_\_\_ (PHA) to be established and implemented.
  2. to assure that a PHA resident is afforded an opportunity for a hearing if the resident disputes, within a reasonable time, any PHA action or failure to act involving the resident's lease with the PHA or PHA regulations that adversely affect the individual resident's rights, duties, welfare or status.

The **Grievance Procedure** provided herein shall be incorporated in each individual resident's lease by reference.

B. Applicability

1. The PHA's **Grievance Procedure** shall be applicable to all individual grievances as defined herein.
2. This **Grievance Procedure** shall not be applicable to disputes between Residents not involving the PHA or to class grievances.
3. This **Grievance Procedure** is not intended as a forum for initiating or negotiating policy changes between a group of residents and the PHA's Board of Commissioners.
4. Evictions resulting from criminal activity, including drug-related criminal activity on or off PHA premises, are excluded from the **Grievance Procedure** because HUD has issued a "Due Process Determination" for the state of Texas.
5. Excluded from this procedure are termination cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by PHA employees UNLESS it involves domestic violence, dating violence, sexual assault, or stalking.

C. Definitions: The following definitions are applicable to the **Grievance Procedure** and requirements herein.

1. "PHA" where used herein means the Housing Authority of the City of \_\_\_\_\_.

2. "Resident" shall mean any lessee or adult person(s) (other than a live-in aide) of any resident family residing in housing accommodations covered in the lease and grievance procedures.
3. "Grievance" shall mean any dispute which the resident may have with respect to PHA action or failure to act in accordance with the individual resident's lease or PHA regulations that adversely affect the individual resident, resident's rights, duties, welfare or status *except* an eviction or termination of tenancy based upon a resident's creation or maintenance of a threat to health or safety of other residents or PHA employees.
4. "Complainant" shall mean any resident whose grievance is presented to the PHA in accordance with the paragraphs D and E herein.
5. "Elements of Due Process" shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - a. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - b. Right of the resident to be represented by counsel;
  - c. Opportunity for the resident to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
  - d. A decision on the merits.
6. "Hearing Officer" shall mean a person selected in accordance with paragraph E3 below, to hear grievances and render a decision with respect thereto.

#### D. Informal Settlement of Grievance

1. Any grievance shall be *personally* presented, either orally or in writing (no telephone calls qualify) to the PHA office located at \_\_\_\_\_ within ten (10) days after the event about which the resident is complaining, so the grievance may be discussed informally and settled without a hearing.
2. A summary of such discussion shall be prepared within five (5) days of the date of discussion and one copy shall be given to the resident and one retained in the resident's file. The summary shall specify:

- a. The names of the participants;
- b. Date and time of the meeting;
- c. Nature of the complaint and proposed disposition of the complaint and specific reasons therefore;
- d. The right of the complainant to a hearing; and
- e. The procedure by which a hearing may be obtained.

E. Procedure to Obtain a Hearing

1. Request for Hearing: The complainant shall submit a written request for a hearing to the PHA within fourteen (14) days from the date of the summary of discussion letter pursuant to paragraph D2 above.

The written request shall specify:

- a. The reason for the grievance;
- b. The action or relief sought; and
- c. Several dates and times in the following ten (10) working days when the complainant can attend a grievance hearing.

2. If the complainant requests a hearing in a timely manner, the PHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, PHA and **the hearing officer**, but in no case later than ten (10) working days after this PHA received the complainant's request.

3. **Selection of Hearing Officer**

**The hearing officer shall be an impartial, disinterested person appointed by the PHA in accordance with the requirements set forth in the Lease. The impartial person will not:**

- a. **Be the person who made the decision about which the resident is complaining**
- b. **Be a subordinate of the person who made or approved the decision about which the resident is complaining**
- c. **Be a relative or close friend of the complainant**

4. Failure to Request a Hearing



- a. If the complainant does not request a hearing in accordance with paragraph E1, then the PHA's disposition of the grievance under "The Informal Settlement of Grievance" shall become final.
  - b. Failure to request a hearing shall not constitute a waiver by the complainant of his/her rights thereafter to contest the PHA's action in disposing of the complainant in an appropriate judicial proceeding.
5. Hearing Prerequisite
- a. All grievances shall be personally presented either orally or in writing to the informal procedure prescribed in paragraph D above as a condition precedent to a hearing under this paragraph.
  - b. If the complainant shows good cause why he/she failed to proceed in accordance with paragraph E1 to the **hearing officer**, the provisions of this subsection may be waived by the **hearing officer**.
6. Escrow Deposit
- a. Before a hearing is scheduled in any grievance involving the amount of rent that the PHA claims is due, the complainant shall pay to the PHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the act or failure to act took place.
  - b. The complainant shall thereafter deposit the same amount of rent in an escrow account monthly until the complaint is resolved by decision of the **hearing officer**.
  - c. **These requirements may be waived by the PHA in extenuating circumstances.**
  - d. Unless so waived, the failure to make such payments shall result in a termination of the Grievance Procedure.
  - e. Failure to make payment shall not constitute a waiver of the right the complainant may have to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.
7. Scheduling of Hearing
- a. Upon complainant's compliance with paragraphs E1, E4, and E5 above, a hearing shall be scheduled by the **hearing officer** within ten (10) working days, for a time and place reasonably convenient to

both the complainant and the PHA.

- b. A written notification specifying the **time, place and the procedures** governing the hearing shall be delivered to the complainant and the appropriate PHA official.

F. Procedures Governing the Hearing

1. The hearing shall be held before a **hearing officer**, as appropriate.
2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
  - a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the PHA that are relevant to the hearing. Any document not so made available, after request by the complainant, may not be relied on by the PHA at the hearing.
  - b. The right to be represented by counsel or other persons chosen as his or her representative;
  - c. The right to a private hearing unless the complainant requests a public hearing;
  - d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies; and
  - e. A decision based solely and exclusively upon the facts presented at the hearing.
3. The **hearing officer** may render a decision without proceeding with the hearing if the **hearing officer** determines that the issue has been previously decided in another proceeding.
4. If the complainant or the PHA fails to appear at a scheduled hearing, the **hearing officer** may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived their rights to a hearing.
  - a. Both the complainant and the PHA shall be notified of the determination by the **hearing officer**.
  - b. A determination that the complainant has waived his or her rights to

a hearing shall not constitute a waiver of any rights the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA's actions or failure to act against which the complainant is directed.
  6. The hearing shall be conducted informally by the **hearing officer** and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to the admissibility under the rules of evidence applicable to judicial proceedings.
  7. The **hearing officer** shall require the PHA, the complainant and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the **hearing officer** to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
  8. The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
  9. The PHA must provide reasonable accommodations for persons with disabilities **or limited English proficiency**, to participate in the hearing.
    - a. Reasonable accommodations may include qualified sign language interpreters, **language interpreters**, readers, accessible locations, or attendants.
    - b. If the resident is visually impaired, any notice to the resident which is required under this section must be in an accessible format.
- G. Decision of the **Hearing Officer**
1. The **hearing officer** shall prepare a written decision together with the reasons therefore, within fifteen (15) days after the hearing.
    - a. **A copy of the decision shall be sent to the complainant and the PHA.**
    - b. **The PHA shall retain a copy of such decision in the tenant's folder.**
    - c. **The PHA shall maintain a log of all hearing officer decisions and**

make that log available upon request of the hearing officer, a prospective complainant, or a prospective complainant's representative.

2. The decision of the hearing officer shall be binding on the PHA unless the PHA's Board of Commissioners determines that:
  - a. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease, or PHA regulations which adversely affect the complainant's rights, duties, welfare or status; or
  - b. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.

#### H. PHA Eviction Actions

1. If a resident has requested a hearing in accordance with paragraph E herein, on a complaint involving the PHA's notice of termination of the tenancy and the hearing officer upholds the PHA's action to terminate the tenancy, the PHA shall not commence an eviction action in state or local court until it has served Notice to Vacate on the resident, and in no event shall the Notice to Vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant.
  2. Such Notice to Vacate must be in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate actions will be brought against him/her, and he/she may be required to pay court costs and attorney fees.
- I. A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies relief requested by the complainant, wholly or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.