



**ZUNI HOUSING AUTHORITY  
COLLECTION AND TERMINATION  
POLICY AND PROCEDURE**

**Adopted by Resolution No. ZHA-20-04 on February 13, 2020**



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**ZUNI HOUSING AUTHORITY  
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**Adopted by Resolution No. ZHA-20-04 on February 13, 2020**

**I. STATEMENT OF PURPOSE**

The policy enacted herein supercedes and rescinds all previous collection and termination policies, procedures, and practice statements and is the official Collection and Termination Policy and Procedure (Policy) of the Zuni Housing Authority (ZHA). It is intended to standardize collection and termination policies and procedures and shall be reviewed periodically to assure compliance with guidelines established by the Zuni Tribe and the U.S. Department of Housing and Urban Development (HUD).

**II. APPLICABILITY**

This Policy shall be applicable to Participants and all other Occupants of ZHA housing units, whether pursuant to a Homebuyer's Occupancy Document, Renter's Occupancy Document, or other document giving rise to a right of occupancy or use (each and all of the foregoing documents are hereinafter referred to as Occupancy Document). For purposes of this Policy:

**A.** "Participant" means a Tenant or Homebuyer contractually entitled to occupy an ZHA housing unit by virtue of an Occupancy Document; and

**B.** "Occupant" means any person who resides within an ZHA housing unit, including the Participant.

**III. PAYMENTS**

**A.** Payments are due and payable on or before the date specified in the Occupancy Document.

**B.** Payments not received by ZHA on or before the fifth (5<sup>th</sup>) day after the due date are considered to be delinquent.

**C.** Prompt payment is required for continued occupancy.

**D.** All payments are to be made to "Zuni Housing Authority" and delivered to the ZHA office in person or mailed to:

Zuni Housing Authority  
104D Avenue  
Zuni, New Mexico 87327

**E.** Payments may be made in cash, or by personal or cashier's check, money order, automated clearing house (ACH), credit or debit card, or payroll deduction. A Participant desiring to make payment by payroll deduction is responsible for making adequate arrangements with his or her employer to have the required payment deducted from his or her earnings. The employer shall be responsible for making the required payment to ZHA at least once each month. ZHA shall promptly inform an employer of any change in the amount of payment.

**F.** A late fee of \$15.00 will be assessed against the Participant for any payments not made by the 5th of the month. Any returned checks will be assessed a fee of \$25.00.

#### **IV. COUNSELING**

**A.** Each Occupant is required to participate and cooperate fully in official ZHA counseling activities at the sole discretion of ZHA. Participation shall begin upon admission to ZHA housing and continue with regular attendance at counseling activities on a quarterly basis thereafter.

**B.** The counseling program shall include but not be limited to:

**1.** An explanation of the ZHA housing program and how each Occupant relates to that program. Each Occupant should be aware of his or her financial and legal responsibilities as well as those of ZHA. In addition, each Occupant over the age of eighteen (18) should be aware of maintenance, upkeep, and recertification requirements and the requirement to comply with their Occupancy Document and applicable policies.

**2.** Counseling to assure each Occupant's full understanding of, and ability to provide, the particular contributions he or she is obligated to make, as well as an understanding of his or her rights in connection therewith. Each Occupant is encouraged to develop and maintain a cooperative relationship with ZHA.

**3.** Instruction to assure that each Occupant is familiar with the overall operation of his or her housing unit, its equipment, the necessity of proper care and maintenance of the housing unit and its equipment, the basic provisions of all applicable warranties, and an Occupant's responsibilities in connection with such warranties.

**4.** Counseling on the importance of family budgeting and meeting financial obligations, methods for

allocating funds for utilities and other necessities, the use of credit, and consumer matters.

5. Instruction relating to community resources that provide services in areas such as educational opportunities, employment skill development, police and fire protection, legal services, dental and health care, child care for working parents and guardians, and counseling on family problems such as alcoholism, marital issues, or drug problems.

C. ZHA may establish a Drug-Free Awareness Program to inform Occupants of the dangers of drug abuse, ZHA's policy of maintaining a drug-free housing program, penalties that may be imposed for drug abuse violations, and the availability of counseling and rehabilitation. All Occupants are required to sign a certification that they are aware of the Drug-Free Housing Policy and will adhere to the policy.

## V. **DELINQUENT ACCOUNTS AND OTHER BREACHES OR NONCOMPLIANCE**

A. **Delinquency; Policy.** ZHA will not tolerate a delinquent account, and will treat delinquent payments as a breach of the Occupancy Document.

B. **Other Breaches Constituting Grounds for Termination.** Any breaches of the Occupancy Document are cause for termination of the Occupancy Document. Examples of breaches are:

1. Misrepresentation or withholding of material information in applying for admission or in connection with any subsequent reexamination of income and family composition;

2. Failure without good cause to participate in the counseling program or to observe or comply with any of the terms and conditions under an Occupancy Document; and

3. Any criminal activity engaged in by Occupants, or any guest or other person under control of an Occupant, that threatens the health, safety, or right to peaceful enjoyment of the premises by other Occupants of the housing unit or residing within the vicinity of the housing unit.

C. **Drug-Free Housing Policy.** The sale, use, possession, purchase, manufacture, or transfer of illegal drugs or other controlled substances or drug related paraphernalia on the premises by an Occupant, any member of a Participant's household, or any guest or other person under an Occupant's control, is a breach of a Participant's obligations. An Occupant is required to notify ZHA of any federal, state, or tribal drug statute conviction of any person residing in his or her housing unit no later than five (5) working days after such conviction. Any violation of this paragraph may subject a Participant to

termination of the Occupancy Document, and the matter also shall be reported to the appropriate law enforcement agencies.

**D. Records.** Records of meetings with Occupants and all other related steps taken by ZHA shall be maintained by ZHA in the Occupants' files.

**VI. SERVICE OF NOTICES**

**A.** Any Notice sent by the Executive Director or ZHA to a Participant required under the Occupancy Document or by law or this Policy shall be:

**1.** Delivered to the Participant or to any adult member of his or her family residing in the housing unit at issue or at such other address as may have been provided to ZHA by the Participant or an Occupant or anyone else knowing the Participant's whereabouts. Such delivery must be verified in writing by a second ZHA representative; or

**2.** Sent by certified mail, return receipt requested, addressed to the Participant at the housing unit at issue and to such other address as may have been provided to ZHA by the Participant or an Occupant or by anyone else knowing the Participant's whereabouts, postage prepaid, notwithstanding any contract or agreement between the parties to the contrary.

**B.** If delivery by personal service or certified mail fails, ZHA may post Notice on the front door of the Participant's housing unit. Such posting must be verified in writing by a second ZHA representative.

Should all other methods of delivery identified in this paragraph fail, Notice will be deemed to have been received three (3) working days after the verified posting.

**VII. NOTICE TO CURE**

**A.** If a Participant breaches any of his or her obligations under an Occupancy Document or this Policy, and after such breach comes to the attention of ZHA, ZHA shall send the Participant a Notice to Cure [Attachment A]. ZHA shall proceed with termination if the Participant fails to cure the breach within ten (10) calendar days from receipt of the Notice to Cure; provided however, if the breach involves a nuisance, serious injury to property, or injury to persons, ZHA may commence termination procedures without first issuing a Notice to Cure. The Notice to Cure shall be served in accordance with the Notice provisions herein. The Notice to Cure shall state the following:



1. The reason for the Notice to Cure;
2. That the Participant must cure the breach; and
3. That ZHA shall proceed with termination procedures if the Participant fails to cure the breach within

ten (10) calendar days of receipt of the Notice to Cure.

#### VIII. SUSPENSION OF RIGHT TO OCCUPANCY

ZHA may suspend an individual Occupant's right of occupancy if the Occupant engages in an activity, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises by other occupants or ZHA employees or by persons residing in the immediate vicinity of the premises; provided, however, if there are minor children and/or disabled individuals residing in the housing unit requiring care and suspension of the Occupant's right of occupancy leaves the housing unit without any other adult residents, the Occupant shall be responsible for finding a live-in caretaker<sup>1</sup> for the minor children and/or disabled individuals during the Occupant's suspension or ZHA shall proceed immediately with termination of the Occupant's right of occupancy. Notice of all actions under this Section shall be served on the Occupants remaining in the housing unit.

**A. Notice of Suspension of Right of Occupancy.** The Executive Director shall initiate suspension of an Occupant's right of occupancy. The Executive Director shall serve the Occupant a written Notice of Suspension of Right of Occupancy [Attachment B] in the manner provided in the Notice provisions herein. The Notice of Suspension of Right of Occupancy shall state the following:

1. The reason for suspension and availability of this Policy;
2. That the Occupant must vacate the premises within twenty-four (24) hours of service of this Notice of Suspension of Right of Occupancy;
3. That if, the Occupant is found living on the premises after the date that he or she must vacate the premises, the Occupant's right of occupancy shall be terminated immediately;
4. That within five (5) working days of service of this Notice of Suspension of Right of Occupancy, ZHA

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<sup>1</sup>"Live-in Caretaker" means an individual eighteen (18) years of age or older who lives in the Participant's home and provides for the health, welfare, and safety of minor children and disabled individuals residing in the housing unit. The Live-in Caretaker shall ensure that the minor children and disabled individuals are under the supervision of an adult at all times.

will provide the tribal government with a copy of the Notice of Suspension of Right of Occupancy, unless the Occupant waives in writing ZHA's obligations to do so;

**5.** The Occupant's right to request a hearing before the Executive Director

**a.** Within five (5) working days after a final determination is made by an appropriate legal forum regarding the activity for which a criminal charge was filed against the Occupant by a law enforcement officer; or

**b.** Between thirty (30) and thirty-five (35) calendar days after receipt of the Notice of Suspension of Right of Occupancy if a law enforcement officer has not filed a criminal charge related to the activity; to provide information or argument why his or her suspension should be rescinded;

**6.** That, if the Occupant does not timely request and attend a hearing, the Occupant's right of occupancy shall terminate fifteen (15) working days after the last date by which a hearing must be requested;

**7.** That the Occupant has the right to examine, before the hearing, and copy at his or her expense, all relevant documents, records, or regulations of ZHA that are directly related to the suspension. Any document, record, or regulation not made available after request therefore by the Occupant may not be relied upon by ZHA at the hearing;

**8.** That the Occupant has the right to be represented or accompanied by a person of his or her choice and to be afforded due process;

**9.** That if, at the hearing before the Executive Director, the Occupant provides evidence or assurances satisfactory to the Executive Director that the Occupant will cure the breach regarding his or her suspension and continue to carry out his or her right of occupancy obligations, the Executive Director may, but is not required to, rescind or extend the suspension. Absent such a rescission or extension, the Occupant's right of occupancy, as well as the Occupancy Document if the Occupant executed the document, shall terminate immediately after the date of the hearing;

**10.** That, during the suspension, other Occupants may remain in the housing unit so long as the suspended Occupant does not return to or enter the premises; provided that, if the suspended Occupant does return to or enter the premises or if the Occupant's right of Occupancy eventually is terminated and he or she is evicted, other Occupants of the premises shall be subject to termination of occupancy under this Policy.

**11.** That the Occupant has the right to receive a written decision on the merits responding to the

information or arguments presented by the Occupant; and

**12.** That, if the Executive Director does not provide the Occupant with a written decision within ten (10) calendar days of the hearing, or if the Occupant does not agree with the Executive Director's written decision, the Occupant may appeal the Executive Director's action/inaction to the ZHA Board of Commissioners (Board).

**B. Suspension Hearing.** The Executive Director shall schedule a hearing upon request by the Occupant. The hearing shall take place no earlier than ten (10) calendar days and no later than thirty (30) calendar days after the date the Occupant's request is received. At the hearing, the Occupant must show his or her entitlement to the relief sought.

**C. Suspension Hearing Decision by Executive Director.** At the end of the hearing, the Executive Director shall advise the Occupant whether the suspension will be rescinded or whether the right of occupancy is terminated. The Executive Director shall prepare a written decision together with the reasons therefor within ten (10) calendar days after the hearing. Copies of the decision shall be sent to the Occupant in the manner provided herein for giving Notice. If the Occupant provides evidence or assurances satisfactory to the Executive Director that the Occupant will cure the breach related to his or her suspension and continue to carry out his or her right of occupancy obligations, the Executive Director may, but is not required to, rescind or extend the Notice of Suspension of Right of Occupancy. The Executive Director's written decision shall inform the Occupant of his or her decision to rescind or extend the Notice of Suspension of Right of Occupancy or to terminate the Occupant's right of occupancy as well as the Occupancy Document, if the Occupant executed the document; the decision shall also provide the Occupant with notice of his or her right to appeal to the Board pursuant to this Policy.

**IX. NOTICE TO CURE OR VACATE**

**A. Notice to Cure or Vacate.** The Executive Director<sup>2</sup> shall initiate termination of an Occupancy Document by serving on the Participant a written Notice to Cure or Vacate [Attachment C]. Such Notice shall state the following:

- 1.** The reason for termination and the existence and availability of this Policy;
- 2.** The Participant's right to request a hearing in writing before the Executive Director within five (5)

working days of receipt of the Notice to Cure or Vacate to provide information or arguments on why termination should

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<sup>2</sup>When, in this Policy, a position is identified, such identification includes the individual's designee.

not occur;

3. That the Participant has the right, before the hearing, to examine and copy at his or her expense, all relevant documents, records, or regulations of ZHA that are directly related to the termination and that any document, record, or regulation not made available after request therefore by the Participant may not be relied upon by ZHA at the hearing;

4. That if, at the hearing before the Executive Director, the Participant provides evidence or assurances satisfactory to the Executive Director that the Participant will cure the breach and continue to carry out his or her Occupancy Document obligations, the Executive Director may, but is not required to, rescind or extend the Notice to Cure or Vacate. Absent such rescission or extension, the Occupancy Document shall terminate on the date specified in the Executive Director's decision;

5. That the Participant has the right to be represented or accompanied by a person of his or her choice and to be afforded due process;

6. That the Participant has the right to receive a written decision on the merits responding to the information or arguments presented by the Participant within ten (10) working days after the hearing;

7. That, if the Executive Director does not provide the Participant with a written decision within ten (10) working days of the hearing, or if the Participant does not agree with the Executive Director's written decision, the Participant may appeal the Executive Director's action or inaction to the Board according to the terms and conditions of this Policy;

8. That the Occupancy Document shall terminate and Participant shall vacate the housing unit ten (10) calendar days after receipt of the Notice to Cure or Vacate if the Participant fails by this date to cure the breach or request a hearing before the Executive Director, or shall terminate five (5) calendar days after a scheduled hearing date if the Participant fails to appear for the hearing ; and

9. That a request for a hearing does not guarantee the Participant's right to continued occupancy; if ZHA terminates the Occupancy Document, the Participant will no longer have the right to occupy the housing unit and will have to vacate.

**B. Hearing.** The Executive Director shall schedule a hearing upon receipt of a written request for a hearing by the Participant. The hearing shall take place no earlier than ten (10) calendar days and no later than thirty (30) calendar days after the date the Participant's request is received. At the hearing, the Participant must show his or her entitlement to the relief sought.

**C. The Decision of the Executive Director.** The Executive Director shall prepare and issue to the Participant a written Notice of Decision of Executive Director Upon Hearing [Attachment D], together with the reasons therefor within ten (10) working days after the hearing. Copies of the decision shall be sent to the Participant in the manner provided herein for giving notice. If the Participant provides evidence or assurances satisfactory to the Executive Director that the Participant will cure the breach and continue to carry out his or her Occupancy Document obligations, the Executive Director may, but is not required to, rescind or extend the Notice to Cure or Vacate. The Executive Director's written decision shall inform the Participant of his or her decision to rescind or extend the Notice to Cure or Vacate or to terminate; the decision shall also provide the Participant with notice of his or her right to appeal to the Board pursuant to this Policy. If the Executive Director's decision is to terminate the Occupancy Agreement and the Participant fails timely to appeal to the Board, the Participant must vacate the housing unit within five (5) working days of receipt of the Notice of Decision of the Executive Director.

**D. Exclusive Remedy.** All hearings and appeals challenging termination of occupancy shall be governed by the provisions of this Policy, which is the sole policy available to a Participant to challenge or appeal a termination of occupancy. No Participant shall be afforded rights to challenge or appeal a termination under ZHA's Participant Grievance Policy and Procedures or any other ZHA policy or procedure.

**X. APPEALS PROCEDURES**

**A. Notice of Appeal.**

**1.** If, after requesting and participating in a hearing as described above, a Participant is not satisfied with the decision of the Executive Director, or if the Executive Director fails to issue a written decision within the specified time, the Participant may file in writing his or her notice of appeal (Notice of Appeal) with the Board within five (5) working days of the Participant's receipt of the written decision of the Executive Director or, in the case of inaction, within fifteen

(15) working days after the date of the hearing before the Executive Director. A copy of the Notice of Appeal must be sent simultaneously to the Executive Director. If the Participant does not file timely a Notice of Appeal with the Board, the decision of the Executive Director shall stand and the Participant must vacate the housing unit within five (5) calendar days of receipt of the Notice of Decision of Executive Director Upon Hearing.

**2. Content of Notice of Appeal.** The Notice of Appeal shall:

- a.** Include the name, address, and phone number of the Participant;
- b.** Be clearly labeled or titled with the words “NOTICE OF APPEAL;”
- c.** Have on the face of the envelope in which the notice is mailed or delivered, in addition to the address, the clearly visible words “NOTICE OF APPEAL;”
- d.** Contain a statement of the decision being appealed that is sufficient to permit identification of the decision;
- e.** If possible, attach a copy of the final decision of the Executive Director;
- f.** Contain a statement of the reasons for the appeal; and
- g.** State that a copy of the Notice of Appeal has been served on the Executive Director.

**B. Procedures on Appeal.** The Executive Director must file with the Board a written answer responding to the Notice of Appeal within five (5) working days after the Executive Director’s receipt of the Notice of Appeal, and a copy shall be served upon the Participant in accordance with the Notice provisions contained herein. The Participant shall be permitted an additional five (5) working days after receipt of the Executive Director’s answer to file a reply.

**C. Transmittal of the Record.** The Executive Director shall provide the Board with all relevant documentation concerning the appeal based upon the administrative record and including the factual information presented at the hearing. The Board shall decide the appeal based solely upon this administrative record, and no new evidence shall be considered.

**D. Hearing Discretionary.**

- 1.** There shall be no right to a hearing before the Board; however, the Board may schedule a hearing at its sole discretion.
- 2.** If the Board grants a hearing, the hearing shall be conducted informally, and pertinent oral or

documentary evidence may be received without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings. No new evidence shall be considered by the Board.

3. If the Board grants a hearing, the Participant 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 copy at his or her expense, all documents, records, and regulations of ZHA that are directly related to the hearing. Any document, record, or regulation not made available after request therefor by the Participant may not be relied upon by ZHA at the hearing;

b. The right to be represented by a person of his or her choosing;

c. The right to cross-examine ZHA's witnesses and to present arguments in favor of the Participant's position;

d. The right to a private hearing unless the Participant, in writing, requests a public hearing;

and

e. The right to a written decision on the merits.

4. If the Participant fails to appear at a hearing granted by the Board, the Board shall decide the appeal based solely on the administrative record with the Participant having no further opportunity to meet with the Board regarding the appeal.

E. **Final Order.** The Board shall issue a written Notice of Decision of Board of Commissioners Upon Appeal [Attachment E] on the appeal together with the reasons therefor within thirty (30) calendar days after its receipt of the Notice of Appeal, or within fifteen (15) working days of the scheduled hearing, whichever is later. Copies of the decision shall be sent to the Executive Director and to the Participant in the manner provided herein for giving notice. Such decision shall be final and binding upon the parties.

## XI. VOLUNTARY TERMINATION

### A. **Homebuyer's Occupancy Document.**

1. A Participant may terminate his or her Homebuyer's Occupancy Document by giving ZHA written notice of such, and the lease term and the Homebuyer's Occupancy Document shall terminate on the thirtieth (30th)

calendar day after ZHA receives such notice.

2. Notice to ZHA shall be in writing and either delivered to a ZHA employee at the ZHA office during normal business hours or sent to ZHA by certified mail, return receipt requested, properly addressed, postage prepaid, notwithstanding any contract or agreement between the parties to the contrary.

3. If a Participant vacates a housing unit without proper notice to ZHA, he or she shall remain subject to the obligations of the Homebuyer's Occupancy Document, including the obligation to make monthly payments, until ZHA terminates the Homebuyer's Occupancy Document pursuant to the procedures set forth in this Policy.

4. If, without the Participant having provided prior written notice to ZHA, a Participant and all other members of the Participant's household are absent from the Participant's housing unit for thirty (30) consecutive days, rent is owed, and the Participant's whereabouts are unknown, he or she shall be deemed to have abandoned the housing unit, and ZHA may initiate termination proceedings. Any personal property remaining in the housing unit after termination may be disposed of by ZHA without incurring any liability.

5. If a Homebuyer's Occupancy Document is terminated, the balances in a Participant's Reserves and Accounts shall be disposed of pursuant to the Homebuyer's Occupancy Document and to the applicable HUD regulations then in effect.

**B. Renter's Occupancy Document.**

1. A Participant may terminate his or her Renter's Occupancy Document by giving ZHA written notice of such, and the Renter's Occupancy Document shall terminate on the thirtieth (30<sup>th</sup>) calendar day after ZHA receives such notice.

2. If a Participant vacates the housing unit without notice to ZHA, he or she shall be charged rent on a prorated daily basis for the shorter of:

- a. The period of the time the housing unit is vacant; or
- b. Thirty (30) calendar days after ZHA learns of the vacancy.

3. If, without the Participant having provided prior written notice to ZHA, a Participant and all other members of the Participant's household are absent from the Participant's housing unit for thirty (30) consecutive days, rent



is owed, and the Participant's whereabouts are unknown, he or she shall be deemed, at the Board's discretion, to have abandoned the housing unit, and no Notice to Cure or Vacate is required to be sent, and no hearing is required. Any personal property remaining in the housing unit after termination may be disposed of by ZHA without incurring any liability.

## **XII. EVICTION PROCEEDINGS; ARREARAGE**

### **A. Eviction.**

1. If ZHA's final decision is to terminate the Occupancy Document, but the Participant will not vacate the premises by the date of termination, as provided for herein, ZHA may file an eviction action in the applicable Tribal Court.

2. **Additional Actions Authorized.** When an individual or family is evicted from a housing unit for engaging in criminal activity, ZHA shall immediately change all locks, terminate utility service, and take such other actions as necessary to ensure the safety of other residents.

**B. Collection.** If ZHA's final decision is to terminate the Occupancy Document, and the Participant fails and refuses to pay to ZHA any delinquent amounts, arrearages, or work order, utility or other charges, as appropriate, ZHA may file a civil complaint with the applicable Tribal Court to recover such payments, including attorneys' fees.

## **XIII. TRANSFER OF HOUSING UNIT TO FAMILY MEMBER**

If a Participant is evicted from his or her housing unit, and an Occupant of the housing unit would like to take over occupancy of the housing unit, the Occupant must, within thirty (30) calendar days of the date of the eviction, notify ZHA of his or her intent to occupy the housing unit and submit a complete application. Upon being notified of his or her eligibility, the Occupant shall remit payment to ZHA for the entire amount of the delinquency, if any, and participate in an inspection. If the family member does not submit a complete application and pay the entire delinquent amount within thirty (30) calendar days of the date of eviction, ZHA will prepare the housing unit for the next eligible Participant.

## **XIV. AMENDMENTS**

Amendments to or repeal of this Policy may be made by resolution of the Board at a duly called meeting of the Board at which a quorum is present and documented in the official minutes. A copy of the proposed amendments shall be provided to all Board members in advance of the meeting.

**ATTACHMENT A**

**NOTICE TO CURE**

- PERSONAL SERVICE**
- CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED**
- VERIFIED POSTING**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

It has come to our attention that you have breached your obligations under your Occupancy Document in the following manner:

\_\_\_ You have failed to make your required monthly payments. Your monthly payment is due on or before the first (1<sup>st</sup>) day of the month. Payments not received by the Zuni Housing Authority (ZHA) on or before the fifth (5<sup>th</sup>) day of the month are considered to be delinquent. You are now delinquent in the amount of \$ \_\_\_\_\_.

\_\_\_ You have otherwise failed to comply with the terms and conditions of your Occupancy Document by:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

You are required to cure the breach within ten (10) calendar days of receipt of this Notice to Cure. If you fail to timely cure the breach, ZHA will proceed with termination procedures.

ZUNI HOUSING AUTHORITY

By: \_\_\_\_\_  
[NAME], [TITLE]

**ATTACHMENT B**

**NOTICE OF SUSPENSION OF RIGHT OF OCCUPANCY**

- PERSONAL SERVICE**
- CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED**
- VERIFIED POSTING**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

The Zuni Housing Authority (ZHA) hereby serves notice that it is the intention of ZHA to suspend your right of occupancy on Unit No. \_\_\_\_\_, Project No. \_\_\_\_\_.

- The reason for suspension of your right of occupancy is because you engaged in an activity, on or off the premises, that threatened the health, safety, or right to peaceful enjoyment of the premises by other occupants or ZHA employees or by persons residing in the immediate vicinity of the premises:

- The Collection and Termination Policy and Procedure is applicable to all occupants of ZHA housing units, and is available at the ZHA office for your review;

- You must vacate the premises twenty-four (24) hours from receipt or posting of the notice;

- If you are found living on the premises after the date that you must vacate the premises, your right of occupancy shall be terminated immediately as well as the Occupancy Document if you executed the document;

- Within five (5) working days of mailing this Notice of Suspension of Right of Occupancy (Notice of Suspension), ZHA will provide the tribal government with a copy of the Notice of Suspension, unless you waive in writing ZHA's obligation to do so;

- You have the right to file a written request for a hearing before the Executive Director

- a. Within five (5) working days after a final determination is made by an appropriate legal forum regarding the activity for which a criminal charge was filed against you by a law enforcement officer, or

- b. Between thirty (30) and thirty-five (35) calendar days after receipt of the Notice of Suspension if a law enforcement officer has not filed a criminal charge against you related to the activity

to provide information or argument why your suspension should be rescinded;

- If you do not timely request and attend a hearing, your right of occupancy shall terminate fifteen (15) working days after the last date by which a hearing must be requested;

- You have the right to examine, before the hearing, and copy at your expense, all relevant documents, records, or regulations of ZHA that are directly related to the suspension. Any document, record, or regulation not made available after request therefore by you may not be relied upon by ZHA at the hearing;

- You have the right to be represented or accompanied by a person of your choice and to be afforded due process;

- If, at the hearing before the Executive Director, you provide evidence or assurances satisfactory to the Executive Director that you will cure the breach regarding your suspension and continue to carry out your right of occupancy obligations, the Executive Director may, but is not required to, to rescind the suspension. Absent such a rescission, your right of occupancy shall terminate immediately after the hearing as well as the Occupancy Document if the Occupant executed the document;

- That, during your suspension, other Occupants may remain in the housing unit so long as the you do not return to or enter the premises; provided that, if you do return to or enter the premises, other Occupants of the premises shall be subject to termination of occupancy under the Collection and Termination Policy and Procedure;

- You have the right to receive a written decision on the merits responding to the information or arguments presented by you; and

- If the Executive Director does not provide you with a written decision within ten (10) calendar days of the hearing, or if you do not agree with the Executive Director’s written decision, you may appeal the Executive Director’s action/inaction to the ZHA Board of Commissioners.

ZUNI HOUSING AUTHORITY

SAMPLE

By: \_\_\_\_\_  
[NAME], [TITLE]

**ATTACHMENT C**

**NOTICE TO CURE OR VACATE**

- PERSONAL SERVICE**
- CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED**
- VERIFIED POSTING**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

The Zuni Housing Authority (ZHA) hereby serves notice that it intends to terminate your Occupancy Document on Unit No. \_\_\_\_\_, Project No. \_\_\_\_\_ effective ten (10) calendar days from receipt of this Notice to Cure or Vacate unless you cure the breach of the your Occupancy Document described below.

- You have breached your obligations under your Occupancy Document in the following manner:

\_\_\_ You have failed to make your required monthly payments. Your monthly payment is due on or before the first (1<sup>st</sup>) day of the month. Payments not received by ZHA on or before the fifth (5<sup>th</sup>) day of the month are considered to be delinquent. You are now delinquent in the amount of \$ \_\_\_\_\_.

\_\_\_ You have otherwise failed to comply with the terms and conditions of your Occupancy Document by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- The Collection and Termination Policy and Procedure is applicable to all Occupants of ZHA housing units, and is available at the ZHA office for your review.

- Within five (5) working days of receipt of this Notice to Cure or Vacate, you may request in writing a hearing before the Executive Director to provide information or arguments on why termination should not occur.

- A. You have the right to examine and copy before the hearing, at your expense, all relevant documents, records, or regulations of ZHA that are directly related to the termination. Any document, record, or regulation not made available after request therefor by you may not be relied upon by ZHA at the hearing or any subsequent court action;
- B. You have the right to be represented or accompanied by a person of your choice and to be afforded due process;
- C. If, at the hearing before the Executive Director, you provide evidence or assurances satisfactory to the Executive Director that you have cured or will cure the breach and continue to carry out your Occupancy Document obligations, the Executive Director may, but is not required to, rescind or extend the Notice to Cure or Vacate. Absent such rescission or extension, the Occupancy Document shall terminate on the date specified in the Executive Director's decision;
- D. You have the right to receive a written decision on the merits responding to the information or

arguments presented by you within ten (10) working days after the hearing; and

E. If the Executive Director does not provide you with a written decision within ten (10) working days of the hearing, or if you do not agree with the Executive Director's written decision, you may appeal the Executive Director's action/inaction to the Board of Commissioners, as provided in the Collection and Termination Policy and Procedure. An appeal must be filed within five (5) working days of receipt of the Executive Director's decision or within fifteen (15) working days of the hearing, if the Executive Director fails to provide you with a written decision.

- Your Occupancy Document shall terminate and you shall vacate the unit ten (10) calendar days after receipt of this Notice to Cure or Vacate if you fail by this date to cure the breach or to request a hearing. If a hearing is scheduled and you fail to appear, your Occupancy Document shall terminate and you shall vacate the unit on the fifth (5<sup>th</sup>) calendar day after the scheduled hearing date.

- A request for a hearing does not guarantee your right to continued occupancy. If ZHA terminates the Occupancy Document, you will no longer have the right to occupy the housing unit and will have to vacate the housing unit.

ZUNI HOUSING AUTHORITY

By: \_\_\_\_\_  
[NAME], [TITLE]

SAMPLE

ATTACHMENT D

NOTICE OF DECISION OF EXECUTIVE DIRECTOR  
UPON HEARING

- PERSONAL SERVICE**
- CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED**
- VERIFIED POSTING**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_\_\_, you were given a Notice to Cure or Vacate by the Zuni Housing Authority (ZHA) regarding termination of your Occupancy Document that granted you the right to request a hearing before the ZHA Executive Director to provide information or arguments on why such a termination should not occur. In exercising this right timely, you were granted a hearing before the Executive Director that was held on \_\_\_\_\_, 20 \_\_\_\_.

• You are hereby served this Notice of Decision of Executive Director upon Hearing (Notice) that, based on the hearing, the Executive Director has decided to:

\_\_\_\_ uphold the Notice to Cure or Vacate.

\_\_\_\_ rescind the Notice to Cure or Vacate.

\_\_\_\_ extend the Notice to Cure or Vacate until \_\_\_\_\_, 20 \_\_\_\_.

• This decision was based on the following: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

• The Collection and Termination Policy and Procedure is applicable to all Occupants of ZHA housing units, and is available at the ZHA office for your review;

• If you are not satisfied with this decision, you may file a notice of appeal (Notice of Appeal) with the ZHA Board of Commissioners (Board) within five (5) working days of receiving this Notice;

• If you do not file timely a Notice of Appeal with the Board, the decision of the Executive Director shall stand and you must vacate the housing unit within five (5) working days of receipt of this decision;

• If you file a timely Notice of Appeal, you must deliver a copy of the notice to the Executive Director at the ZHA offices on or before the date that the Notice of Appeal is filed with the Board;

• The Notice of Appeal shall:

A. Include your name, address, and phone number;

- B.** Be clearly labeled or titled with the words “NOTICE OF APPEAL;”
  - C.** Have on the face of the envelope in which the Notice of Appeal is mailed or delivered, in addition to the address and date, the clearly visible words “NOTICE OF APPEAL;”
  - D.** Contain a copy of the Executive Director’s hearing decision being appealed that is sufficient to permit identification of the decision;
  - E.** Contain a statement of the reasons for the appeal of the Executive Director’s hearing decision; and
  - F.** State when a copy of the Notice of Appeal was provided to the Executive Director;
- There shall be no right to a hearing before the Board; however, the Board may schedule a hearing in its sole discretion;
  - If the Board grants a hearing, the hearing shall be conducted informally, and pertinent oral or documentary evidence may be received without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings; however, no new evidence shall be considered;
  - If the Board grants a hearing, you shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
    - A.** The opportunity to examine before the hearing, at your expense, all documents, records, and ZHA regulations that are directly related to the hearing; any document, record, or regulation not made available after request therefor by you may not be relied upon by ZHA at the hearing;
    - B.** The right to be represented by a person of your choosing;
    - C.** The right to cross-examine ZHA’s witnesses and to present arguments in favor of your position;
    - D.** The right to a private hearing unless you request, in writing, a public hearing; and
    - E.** The right to a written decision on the merit.
  - The Board shall issue a written decision on the appeal together with the reasons for the decision within thirty (30) calendar days after the Board’s receipt of the Notice of Appeal, or within fifteen (15) working days of the scheduled hearing, whichever is later; and
  - The Board decision shall be final and binding.

ZUNI HOUSING AUTHORITY

By: \_\_\_\_\_  
 [NAME], Executive Director



ATTACHMENT E

NOTICE OF DECISION OF BOARD OF COMMISSIONERS  
UPON APPEAL

- PERSONAL SERVICE
- CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED
- VERIFIED POSTING

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_\_\_, you were issued a Notice of Decision of Executive Director Upon Hearing by the Zuni Housing Authority (ZHA) Executive Director who, based on a hearing that you requested, made a decision regarding a Notice to Cure or Vacate issued to you. Not being satisfied with the Executive Director’s decision, you exercised your right timely to file a proper Notice of Appeal with the ZHA Board of Commissioners (Board).

• The Board hereby serves this Notice of Decision of Board of Commissioners Upon Appeal that, based on a review of the Notice of the Appeal in accordance with the ZHA Collection and Termination Policy and Procedure, and having considered all relevant facts, the Board has decided to:

\_\_\_\_\_ rescind the hearing decision of the Executive Director.

\_\_\_\_\_ modify the hearing decision of the Executive Director in the following way(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_ uphold the hearing decision of the Executive Director.

• This decision was based on the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

• Based on the Board’s decision:

- you may remain in your housing unit and continue to carry out the obligations under your Occupancy Document and the policies and procedures of ZHA.
- the Occupancy Document for your housing unit has been terminated, and you must vacate the housing unit within five (5) calendar days of receipt of this Notice of Decision of Board of Commissioners Upon Appeal. If you fail to vacate the housing unit by 5:00 p.m. on such date, ZHA shall seek a court order to have you forcibly removed from the housing unit. In addition, you may be held liable to ZHA for costs to bring the housing unit into satisfactory condition.

- The Board decision shall be final and binding upon ZHA and you.

ZUNI HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
[NAME], Chair

SAMPLE