

**PORT GAMBLE S'KLALLAM HOUSING AUTHORITY
COLLECTION AND TERMINATION POLICY AND PROCEDURE**

Adopted by Resolution No. 13-006 on May 30, 2013

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**PORT GAMBLE S'KLALLAM HOUSING AUTHORITY
COLLECTION AND TERMINATION POLICY AND PROCEDURE**

Adopted by Resolution No. 13-006 on May 30, 2013

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 Port Gamble S'Klallam Housing Authority (PGSHA). It is intended to standardize collection and termination policies and procedures and shall be reviewed periodically to assure compliance with guidelines established by the Port Gamble S'Klallam Tribe, formally known as the Port Gamble Indian Community of the Port Gamble Reservation and the United States Department of Housing and Urban Development.

II. APPLICABILITY

This Policy shall be applicable to all occupants (Occupant) of PGSHA 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).

III. PAYMENTS

A. Payments are due and payable on or before the first day of each month.

B. Payments not received by PGSHA on or before the fifteenth day of the month are considered to be delinquent. Late fees will be levied on all past due accounts in the amount of 10% of the monthly payment or \$50, whichever is less. A "Waiver for Late Fees" maybe applied for once annually.

C. Prompt payment is required for continued occupancy.

D. All payments are to be made to "Port Gamble S'Klallam Housing Authority" and delivered either (1) electronically via the secure website, (2) by use of the 24-hour drop box (checks only), (3) to the PGSHA office in person, or (4) mailed to:

Port Gamble S'Klallam Housing Authority
32000 Little Boston Road NE
Kingston, WA 98346

E. Payments may be made in cash, or by check, money order, or payroll or *per capita* deduction. An Occupant 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 PGSHA at least once each month. PGSHA shall promptly inform an employer of any change in the amount of payment. A fee of \$35 will be charged for checks returned for insufficient funds and Occupant will not be allowed to make payments by check for a period of one year from the date of the returned check.

IV. COUNSELING

A. Each Occupant may be required to participate and cooperate fully in official PGSHA counseling activities. Participation shall begin upon admission to PGSHA 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 PGSHA 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 PGSHA.

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 the rights in connection therewith. Each Occupant is encouraged to develop and maintain a cooperative relationship with PGSHA and to communicate promptly with Resident Services as necessary to inform PGSHA of any changes to income or living circumstances.

3. Instruction to assure that each Occupant is familiar with the overall operation of his or her unit, its equipment, the necessity of proper care and maintenance of the 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 (including home equity 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 mothers, and counseling on family problems such as alcoholism, marital, or drug problems.

C. PGSHA may establish a Drug-Free Awareness Program to inform Occupants of the dangers of drug abuse, PGSHA'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. PGSHA 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. Misrepresentation or withholding of material information in applying for admission or in connection with any subsequent reexamination of income and family composition constitutes a breach of an Occupant's obligations. 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 will also be considered a breach of that document. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Occupants shall be cause for termination of Occupancy.

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 an Occupant's household, or any guest or other person under the Occupant's control, is a breach of an Occupant's obligations. An Occupant is required to notify PGSHA of any federal, state, or tribal drug statute conviction of any person residing in his or her unit no later than seven calendar days after such conviction. Any violation of this paragraph may subject an Occupant to termination of the Occupancy Document, and the matter also shall be reported to the appropriate law enforcement agencies.

D. Notice of Noncompliance. If an Occupant breaches any of his or her obligations under an Occupancy Document, and after such noncompliance comes to the attention of PGSHA, PGSHA shall send the Occupant a Notice of Noncompliance [Attachment A], requesting a meeting within seven calendar days of receipt of said Notice. The Notice of Noncompliance shall be served in the manner provided in the Notice provisions herein. PGSHA shall discuss the Notice of Noncompliance with the Occupant and provide an opportunity to him or her to state any explanations, justifications, or complaints that he or she may have.

E. Plan of Action.

1. A specific Plan of Action shall be agreed upon, indicating specifically how the Occupant will come into compliance and any appropriate actions that PGSHA proposes to take.

2. In cases of delinquency, payment shall be due within fifteen calendar days of the above meeting unless special arrangements are made to enable payments to be made over a reasonable period of time and to obtain counseling relating to efficient budgeting of the Occupant's household resources.

3. The Plan of Action shall be put in writing and shall be signed and dated by both PGSHA and the Occupant. If the Occupant refuses to meet with PGSHA or to agree to a Plan of Action or fails at any time to comply with the Plan of Action, PGSHA shall proceed with termination procedures.

F. **Records.** Records of meetings with Occupants, written Plans of Action agreed upon, and all other related steps taken by PGSHA shall be maintained by PGSHA in the Occupants' files.

G. **Enforcement.** If the Occupant refuses to meet with PGSHA or to agree to a Plan of Action PGSHA shall proceed with termination procedures. If noncompliance is not corrected pursuant to a Plan of Action, PGSHA shall terminate the Occupancy Document pursuant to its terms and conditions and to the terms and conditions of this Policy, and, if applicable, to institute eviction and/or collection proceedings against the Occupant.

VI. TERMINATION PROCEDURES.

A. **Notice of Termination.** The Executive Director shall initiate termination of an Occupancy Document by serving on the Occupant a written Notice of Termination [Attachment B]. Such Notice shall state the following:

1. The reason for termination and the existence and availability of this Collections and Termination Policy;

2. The Occupant's right to request a hearing before the Executive Director within seven calendar days of receipt of the Notice of Termination to provide information or arguments on why termination should not occur;

3. That, if the Occupant does not timely request and attend a hearing, the Occupancy Document shall terminate seven calendar days after receipt of the Notice of Termination;

4. 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 PGSHA that are directly related to the termination. Any document not made

available after request therefore by the Occupant may not be relied upon by PGSHA at the hearing;

5. 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 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 of Termination. Absent such rescission or extension, the Occupancy Document shall terminate fifteen calendar days after the date of the hearing or the Notice of Termination, whichever is later;

6. 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;

7. That the Occupant has the right to receive a written decision on the merits responding to the information or arguments presented by the Occupant;

8. That PGSHA will provide the tribal government with a copy of the Notice of Termination, unless the Occupant waives in writing PGSHA's obligation to do so; and

9. That, if the Executive Director does not provide the Occupant with a written decision within ten 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 PGSHA's Board of Commissioners (Board).

B. Hearing. The Executive Director shall schedule a hearing upon request by the Occupant. The hearing shall take place no earlier than ten calendar days and no later than thirty 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. The Decision of the Executive Director. The Executive Director shall prepare a written decision together with the reasons therefor within seven 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 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 of Termination. The Executive Director's written decision shall inform the Occupant of his or her decision to rescind or extend the Notice of Termination or to terminate; the decision shall also provide the Occupant with notice of his or her right to appeal to the Board pursuant

to this Policy.

D. Notice.

1. Any Notice by the Executive Director or PGSHA to an Occupant required under the Occupancy Document or by law or this Policy shall be:

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

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

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

3. Should all methods of delivery identified in this paragraph fail, Notice will be deemed to have been received seven calendar days after the verified posting.

E. Exclusive Remedy. All hearings and appeals challenging termination of occupancy shall be governed by the provisions of this Policy. No Occupant shall be afforded rights to challenge or appeal a termination under PGSHA's Participant Grievance Policy or any other PGSHA policy or procedure.

VII. APPEALS PROCEDURES.

A. Notice of Appeals.

1. If, after requesting and participating in a hearing, an Occupant 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 Occupant may file in writing his or her notice of appeal with the Board within seven calendar days of the Occupant's receipt of the written decision of the Executive Director or, in the case of inaction, within seven calendar 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.

2. Content of Notice of Appeal. The notice of appeal shall:

- a. Include the name, address, and phone number of the Occupant;
- 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 seven calendar days after the Executive Director's receipt of the notice of appeal, and a copy shall be served upon the Occupant in accordance with the Notice provisions contained herein. The Occupant shall be permitted an additional seven calendar 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.

- 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.
- 3. If the Board grants a hearing, the Occupant 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 PGSHA that are directly related to the hearing. Any document not made available after request therefor by the Occupant may not be relied upon by PGSHA at the hearing;

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

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

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

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

E. **Final Order.** The Board shall issue a written decision on the appeal within fifteen calendar days after its receipt of the notice of appeal, or within ten calendar days of the hearing, whichever is later. Copies of the decision shall be sent to the Executive Director and to the Occupant in the manner provided herein for giving notice. Such decision shall be final and binding upon the parties.

VIII. EXPEDITED TERMINATION PROCEDURES

A. **Expedited Termination Authorized.** PGSHA may use expedited procedures for any termination of a tenancy that involves activity engaged in by the resident, any member of the household of the resident, or any guest or other person under control of the resident that is:

1. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of PGSHA; or

2. Criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the premises; or

3. Results in a criminal conviction based on activity on or off the premises that is drug-related or involves domestic violence, sexual assault, or other activity that results or could result in serious bodily injury to another.

4. Expedited termination procedures also may be used to terminate the occupancy right of any person who, having been convicted of a sexually-related offense requiring registration with a state, local, or federal agency, fails

to register.

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

C. Procedure. In an expedited termination, PGSHA shall comply with the procedures for terminating an Occupancy Document contained in this Policy with the exception that:

1. PGSHA shall investigate carefully and timely the allegations supporting an expedited termination to ensure the truth and accuracy of the allegation;

2. Based on facts gained during the investigation of allegations, PGSHA may request immediate eviction of residents from any entity having jurisdiction to issue an order of eviction;

3. PGSHA need not provide residents with notice of non-compliance; PGSHA shall commence expedited termination procedures with a Notice of Termination, which notice shall be hand-delivered against receipt to the Occupant and shall state:

a. The reason(s) for termination;

b. The date by which the occupant(s) must vacate the premises, such date to be no more than seven calendar days from receipt of the notice;

c. The existence and availability of this Policy;

d. That PGSHA will provide the tribal government with a copy of the Notice of Termination, unless Occupant waives in writing PGSHA's obligation to do so;

e. The Occupant's right to a hearing with the Board to provide information or arguments on why termination should not occur, which hearing can be held prior to or after vacation of the premises;

f. The date by which a hearing on the termination can be requested, such date to be not greater than the period allowed for vacation of the premises;

g. That, if the Occupant does not timely request and attend a hearing, the termination of the Occupancy Document shall be final on the date set for vacation of the premises in the Notice of Termination;

h. 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 PGSHA that are directly related to the termination and that documents not made available after request therefore by the Occupant may not be relied upon by PGSHA at the hearing;

i. 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;

j. That the Occupant has the right to receive a written decision on the merits responding to the information or arguments presented by the Occupant within seven calendar days of the hearing; and

k. That the decision by the Board is final and may not be appealed to any forum.

4. If the Occupant cannot be located or refuses to accept the Notice of Termination, the Notice shall be posted in a conspicuous location on the premises and will be deemed to have been received on the date of posting.

5. Upon receipt of a request, a hearing shall be scheduled before the Board within ten calendar days. A Notice of Hearing stating the date and time of the hearing shall be hand-delivered against receipt to the Occupant no less than seven calendar days prior to the hearing.

6. The hearing shall be on the record before the Board. An attorney or other person may represent both the Occupant and PGSHA. The Occupant and PGSHA shall both have the opportunity to present evidence and to question witnesses.

D. The Decision of the Board. The Chair of the Board shall have prepared a written decision together with the reasons therefore within seven 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 Board that the allegations raised against him or her are incorrect, the Board shall rescind the termination and order the Occupancy Agreement reinstated. The Board's written decision shall inform the Occupant of its decision to rescind the Notice of Termination or to uphold the termination. The decision of the Board is final and no appeal can be taken in any forum.

IX. VOLUNTARY TERMINATION

A. Homebuyer's Occupancy Document .

1. An Occupant may terminate his or her Homebuyer's Occupancy Document by giving PGSHA written

notice of such, and the lease term and the Homebuyer's Occupancy Document shall terminate on the thirtieth calendar day after PGSHA receives such notice or on a date mutually agreed upon by the Occupant and PGSHA in writing.

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

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

4. If an Occupant is absent from his or her unit for thirty consecutive days, and rent is owed, he or she shall be deemed to have abandoned the unit, and PGSHA may initiate termination proceedings. Any personal property remaining in the unit may be disposed of by PGSHA.

5. If a Homebuyer's Occupancy Document is terminated, the balances in an Occupant'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. An Occupant may terminate his or her Renter's Occupancy Document by giving PGSHA written notice of such, and the Renter's Occupancy Document shall terminate on the thirtieth calendar day after PGSHA receives such notice.

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

- a. The period of the time the unit is vacant; or
- b. Thirty calendar days after PGSHA learns of the vacancy.

C. Abandonment. If an Occupant is absent from his or her unit for thirty consecutive days, and rent is owed, he or she shall be deemed, at the Board's discretion, to have abandoned the unit, and no Notice of Termination is required to be sent, and no hearing is required. Any personal property remaining in the unit may be disposed of by PGSHA.

X. EVICTION PROCEEDINGS; ARREARAGES

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

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

ATTACHMENT A

NOTICE OF NONCOMPLIANCE

- CERTIFIED MAIL/
RETURN RECEIPT REQUESTED
- PERSONAL SERVICE
- 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 of \$_____ is due on or before the first day of the month. Payments not received by the Port Gamble S'Klallam Housing Authority (PGSHA) on or before the fifteenth 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 make an appointment with PGSHA within seven calendar days of your receipt of this notice. At that meeting you will be given an opportunity to state any explanations, justifications, or complaints that you may have. You will also be required to agree to a specific plan of action indicating how you plan to come into compliance. In cases of delinquency, payment is due within fifteen calendar days of the above meeting unless special arrangements are made to enable payments to be made over a reasonable period of time and to obtain counseling relating to efficient budgeting of your resources. If you fail to respond within seven calendar days of receipt of this Notice of Noncompliance, fail to meet with us as scheduled, fail to agree to a plan of action, or fail at any time to comply with the plan of action, PGSHA will proceed with termination procedures.

Port Gamble S'Klallam Housing Authority

By: _____
[Name], Executive Director

ATTACHMENT B

**NOTICE OF TERMINATION
OF
OCCUPANCY AGREEMENT**

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

TO: _____

DATE: _____

The Port Gamble S'Klallam Housing Authority (PGSHA) hereby serves notice that it is the intention of PGSHA to terminate your Occupancy Document on Unit No. _____, Project No. _____.

- The reason(s) for termination of your Occupancy Document is as follows:

___ You have failed to make your required monthly payments. Your monthly payment of \$_____ is due on or before the first day of the month. Payments not received by PGSHA on or before the fifteenth 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 is applicable to all occupants of PGSHA units, and is available at the PGSHA office for your review;

- Within seven calendar days of mailing of this Notice of Termination, PGSHA will provide the tribal government with a copy of the Notice of Termination, unless you waive in writing PGSHA's obligation to do so;

- You have the right to request a hearing before the Executive Director before the date of termination to provide information or arguments on why termination should not occur;

- If you do not timely request and attend a hearing, the Occupancy Document shall terminate seven calendar days after receipt of this Notice of Termination;

- You have the right to examine, before the hearing or any subsequent court action, and copy at your expense, all relevant documents, records, or regulations of PGSHA that are directly related to the termination. Any document not made available after request therefor by you may not be relied upon by PGSHA at the hearing or any subsequent court action;

- If, at the hearing before the Executive Director, you provide evidence or assurances satisfactory to the Executive Director that you 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 of Termination. Absent such rescission or extension, the Occupancy Document shall terminate fifteen calendar days after the date of the hearing or the Notice of Termination, whichever is later;

- Termination of the Occupancy Document means you no longer have the right to occupy the housing unit and must immediately vacate;
- You have the right to be represented or accompanied by a person of your choice and to be afforded due process;
- 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 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 Board of Commissioners, as provided in the Collection and Termination Policy. An appeal must be filed within seven calendar days of receipt of the Executive Director's decision or within fifteen calendar days of the hearing if the Executive Director fails to provide you with a written decision.

Port Gamble S'Klallam Housing Authority

By: _____
[Name], Executive Director