

**SANTA CLARA PUEBLO HOUSING AUTHORITY  
FIFTH AMENDED AND RESTATED  
COLLECTION AND TERMINATION POLICY AND PROCEDURES**

**Adopted by Resolution No. 2008-03 on April 11, 2008  
Amended and Restated by Resolution No. 2012-01 on March 14, 2012  
Amended by Motion of the Board of Commissioners on May 3, 2013  
Amended and Restated by Resolution No. 2013-11 on July 18, 2013  
Amended and Restated by Resolution No. 2015-02 on November 19, 2015  
Amended and Restated by Resolution No. 2016-01 on March 23, 2016  
Amended and Restated by Resolution No. 2017-001 on January 19, 2017**

## TABLE OF CONTENTS

	Page
I. STATEMENT OF PURPOSE. . . . .	1
II. APPLICABILITY. . . . .	1
III. DEFINITIONS. . . . .	1
IV. PAYMENTS. . . . .	2
V. COUNSELING. . . . .	3
A. Counseling Required. . . . .	3
B. Counseling Program. . . . .	3
C. Drug-Free Awareness Program. . . . .	3
VI. DELINQUENT ACCOUNTS AND OTHER BREACHES. . . . .	3
A. Delinquency; Policy. . . . .	3
B. Other Breaches. . . . .	4
C. Drug-Free Housing Policy. . . . .	5
D. Records. . . . .	5
VII. SERVICE OF NOTICES. . . . .	5
A. Generally. . . . .	5
B. Service of Notices to Cure or Vacate. . . . .	5
C. Proof of Service. . . . .	6
VIII. NOTICE TO CURE. . . . .	6
IX. SUSPENSION OF RIGHT OF OCCUPANCY. . . . .	6
A. Notice of Suspension. . . . .	6
B. Suspension Hearing. . . . .	8
C. Suspension Hearing Decision by Executive Director. . . . .	8
X. NOTICE TO CURE OR VACATE. . . . .	9
A. Notice to Cure or Vacate. . . . .	9
B. Hearing. . . . .	10
C. The Decision of the Executive Director. . . . .	10
D. Exclusive Remedy. . . . .	10
XI. APPEALS PROCEDURES. . . . .	11
A. Notice of Appeals. . . . .	11
B. Procedures on Appeal. . . . .	11
C. Transmittal of the Record. . . . .	11
D. Hearing Discretionary. . . . .	12
E. Final Order. . . . .	12
XII. PERMANENT RESIDENT TERMINATION PROCEDURES. . . . .	13
A. Notice of Termination concerning Permitted Resident Status. . . . .	13
B. Other Occupants in Unit. . . . .	14

XIII. VOLUNTARY TERMINATION. . . . . 14  
A. Homebuyer’s Occupancy Document. . . . . 14  
B. Renter’s Occupancy Document. . . . . 14

XIV. EVICTION PROCEEDINGS; ARREARAGES. . . . . 15  
A. Eviction. . . . . 15  
B. Collection. . . . . 15

XV. TRANSFER OF UNIT TO FAMILY MEMBER. . . . . 15

ATTACHMENT A NOTICE TO CURE. . . . . 16

ATTACHMENT B NOTICE OF SUSPENSION OF RIGHT OF OCCUPANCY. . . . . 17

ATTACHMENT C-1 NUISANCE OR INJURY NOTICE TO CURE OR VACATE. . . . . 19

ATTACHMENT C-2 FAILURE TO MAKE REQUIRED MONTHLY PAYMENT NOTICE TO CURE OR VACATE. . . . . 21

ATTACHMENT C-3 OTHER BREACHES NOTICE TO CURE OR VACATE. . . . . 23

ATTACHMENT D NOTICE OF DECISION OF EXECUTIVE DIRECTOR UPON HEARING . . . . . 25

ATTACHMENT E NOTICE OF DECISION OF BOARD OF COMMISSIONERS UPON APPEAL . . . . . 27

ATTACHMENT F NOTICE TO VACATE PURSUANT TO DECISION ON APPEAL TO THE BOARD. . . . . 28

ATTACHMENT G NOTICE OF TERMINATION OF RIGHT OF OCCUPANCY BASED ON REVOCATION  
OF PERMITTED RESIDENT STATUS. . . . . 29

**SANTA CLARA PUEBLO HOUSING AUTHORITY  
FIFTH AMENDED AND RESTATED  
COLLECTION AND TERMINATION POLICY AND PROCEDURES**

**Adopted by Resolution No. 2008-03 on April 11, 2008  
Amended and Restated by Resolution No. 2012-01 on March 14, 2012  
Amended by Motion of the Board of Commissioners on May 3, 2013  
Amended and Restated by Resolution No. 2013-11 on July 18, 2013  
Amended and Restated by Resolution No. 2015-02 on November 19, 2015  
Amended and Restated by Resolution No. 2016-01 on March 23, 2016  
Amended and Restated by Resolution No. 2017-001 on January 19, 2017**

**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 Santa Clara Pueblo Housing Authority (SCPHA). It is intended to standardize collection and termination policies and procedures and shall be reviewed periodically to assure compliance with guidelines established by the Pueblo of Santa Clara (Pueblo) and the United States Department of Housing and Urban Development (HUD).

**II. APPLICABILITY.**

This Policy shall be applicable to all occupants (Occupant) of SCPHA units, whether pursuant to a Homebuyer's Occupancy Document, Renter's Occupancy Document, or any other document giving rise to a right of occupancy or use (any of which will be referred to as Occupancy Document).

**III. DEFINITIONS.** For purposes of this Policy, the following terms have the following meanings:

**A.** "Committee" means the Non-Member Residence Committee established by the Non-Member Residence Code.

**B.** "Member" means a person who is acknowledged in the manner determined by the Tribal Council as a member of the Pueblo under the Pueblo's existing membership laws, or who is eligible to be acknowledged as a Member.

**C.** "Non-Member" means a person who is not a Member.

**D.** "Non-Member Residence Code" means Chapter 27 of the Pueblo of Santa Clara Law and Order Code—Regulation of Non-Member Residence.

**E.** "Permitted Resident" means a Non-Member who resides or intends to reside with a SCPHA Renter or

Homebuyer, has a Sponsor, and whose residence on Santa Clara land has been permitted or re-permitted in accordance with the Non-Member Residence Code.

**F.** “Santa Clara land” means land that is owned by the Pueblo or by the United States in trust for the Pueblo, but, except for leases to SCPHA for the construction of housing, does not include land that is covered by a lease entered into by the Pueblo and approved by the Secretary of the Interior or his or her designee in accordance with federal law.

**G.** “Sponsor” means an Member who resides on Santa Clara land and is at least 25 years of age, and who states, in writing, on a form prescribed by the Pueblo Governor, that he or she vouches for the application of a Non-Member who seeks to become a Permitted Resident under the Non-Member Residence Code.

**IV. PAYMENTS.**

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

**B.** Payments not received by SCPHA on or before the fifth day of the month are considered to be delinquent.

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

**D.** All payments are to be made to “Santa Clara Pueblo Housing Authority” and delivered to the SCPHA office in person or mailed to:

SANTA CLARA PUEBLO HOUSING AUTHORITY  
201 Road Runner Road  
Española, NM 87532-1313

**E.** Payments may be made by personal check, cashier’s check, money order, automated clearing house (ACH), or payroll 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 SCPHA each payday. SCPHA shall promptly inform an employer of any change in the amount of payment.

**F.** If a personal check or ACH payment is not honored due to insufficient funds, the Occupant’s account shall be assessed a service charge of an amount comparable to local bank rates; the Occupant will have to resubmit the payment in the form of a money order; and the Occupant will no longer be able to pay by personal check or ACH.

**G.** A late fee of \$25.00 will be assessed against any payments not made by the 5th of the month.

**V. COUNSELING.**

**A. Counseling Required.** Each Occupant is required to participate and co-operate fully in official SCPHA counseling activities at the sole discretion of SCPHA. Participation shall begin upon admission to a SCPHA unit and continue with regular attendance at counseling activities on a quarterly basis thereafter or as determined by the SCPHA.

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

1. An explanation of the SCPHA 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 SCPHA.

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. Each Occupant is encouraged to develop and maintain a co-operative relationship with SCPHA.

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 useful services 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 issues, or drug problems.

**C. Drug-Free Awareness Program.** SCPHA may establish a Drug-Free Awareness Program to inform Occupants of the dangers of drug abuse, SCPHA'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.

**VI. DELINQUENT ACCOUNTS AND OTHER BREACHES.**

**A. Delinquency; Policy.**

1. Delinquency in payment may stem from an Occupant's decision to accord a higher priority to other

types of expenditures. The critical nature of housing merits giving housing payments a priority claim on family income over almost any other type of expenditure. An Occupant permitted to become delinquent often cannot come up with the financial resources or flexibility to catch up on his or her delinquencies and make the current payment as well. An Occupant who makes his or her payments promptly and in full is more likely to have a higher regard for the unit, maintain it in satisfactory condition, and co-operate with other families and with SCPHA in building and maintaining a strong community.

2. If SCPHA allows an Occupant to become delinquent, either through misplaced generosity or failure to enforce collection, an Occupant is not really helped, but is hindered. In addition, failure to collect jeopardizes the entire housing program, that relies upon collections to pay operating expenses and maintain services. Occupants who make their payments suffer because of those who do not, services are required to be cut back, and the units inevitably deteriorate. For these reasons, among others, SCPHA will not tolerate a delinquent account and will treat delinquent payments as a breach of the Occupancy Document.

**B. Other Breaches.** Any Breaches of the Occupancy Document are cause for termination of that 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 of an Occupancy Document;

3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Occupants.

4. A determination by the Pueblo, at any time prior to conveyance of the unit, that the Occupant under Homebuyer's Occupancy Document is not a member of the Pueblo. Upon receipt of such determination, SCPHA shall, prior to initiation of termination and eviction procedures, provide the Homebuyer with written notice that he or she is ineligible to purchase the unit. If the Homebuyer disagrees with this determination, he or she shall, within thirty calendar days, provide written proof of his or her membership in the Pueblo on a form approved by the Pueblo and obtained through the Pueblo's administrative procedures. SCPHA has no obligation to assist the Homebuyer in obtaining proof of membership.

If the Homebuyer is unable to provide SCPHA with proof of membership within the time frame allowed, SCPHA shall initiate termination and eviction procedures.

**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 SCPHA of any federal, state, or tribal drug statute conviction of any person residing in his or her unit no later than five 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. Records.** Records of meetings with Occupants and all other related steps taken by SCPHA in relation to delinquent accounts and other breaches shall be maintained by SCPHA in the Occupants' files.

## **VII. SERVICE OF NOTICES.**

**A. Generally.** Any Notice by the Executive Director or SCPHA to an Occupant, which Notice is required under the Occupancy Document or by law or this Policy, shall be:

1. Delivered by an adult person.
  - a. Personal service is effective when it is:
    - (1) Delivered in person to the Occupant;
    - (2) Delivered to any adult member residing in the unit with a copy delivered by U.S.

Mail, first class, postage prepaid, to the Occupant's last known address.

**b.** If the Notice cannot be given by means of personal delivery or the Occupant cannot be found, the Notice may be delivered by securely taping a copy to the main entry door of the unit in such a manner that the Notice is unlikely to blow away and by sending a copy of the Notice by U.S. Mail, certified, postage prepaid, and addressed to the Occupant's last known address.

**B. Service of Notices to Cure or Vacate.** For service of a Notice to Cure or Vacate, SCPHA shall provide:

1. No less than three calendar days notice for breaches based on a nuisance, serious injury to property,



or injury to persons [Attachment C-1];

2. No less than seven calendar days notice for any failure to make required monthly payment under the Occupancy Document [Attachment C-2]; or

3. No less than fourteen calendar days notice based on all other situations [Attachment C-3].

C. **Proof of Service.** The person giving Notice must keep a copy of the Notice and proof of service in accordance with the Landlord-Tenant Code of the Santa Clara Pueblo Tribal Code, by affidavit or other manner recognized by Pueblo law.

#### VIII. NOTICE TO CURE.

A. If an Occupant breaches any of his or her obligations under an Occupancy Document or this Policy, and after such breach comes to the attention of SCPHA, SCPHA shall send the Occupant a Notice to Cure [Attachment A]. SCPHA shall proceed with termination Failure of if the Occupant fails to cure the breach within ten 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, SCPHA 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 Occupant must cure the breach; and

3. The Occupant shall be subject to That SCPHA shall proceed with termination procedures if the

Occupant fails to cure the breach within ten calendar days of receipt of the Notice to Cure.

IX. **SUSPENSION OF RIGHT OF OCCUPANCY.** SCPHA 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 SCPHA employees or by persons residing in the immediate vicinity of the premises.

Notice of all actions under this Section shall be served on the Occupants remaining in the unit.

A. **Notice of Suspension.** The Executive Director<sup>1</sup> shall initiate suspension of an Occupant's right of occupancy.

---

<sup>1</sup>When, in this Policy, a position is identified, such identification includes the individual's designee as approved by the Executive Director.

The Executive Director shall serve the Occupant a written Notice of Suspension [Attachment B] in the manner provided in the Notice provisions herein; provided that such Notice shall be personally delivered or, if personal service is not possible, posted. Such Notice 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 hours of service of this notice;
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 calendar days of service of this Notice of Suspension, SCPHA will provide the tribal government with a copy of the Notice of Suspension, unless the Occupant waives in writing SCPHA's obligations to do so;
5. The Occupant's right to request a hearing before the Executive Director
  - a. Within five calendar 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 and thirty-five calendar days after receipt of the Notice of Suspension 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 five calendar 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 SCPHA that are directly related to the suspension. Any document not made available after request therefore by the Occupant may not be relied upon by SCPHA 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, 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 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 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 SCPHA 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 five calendar days and no later than fifteen 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 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 calendar days after the hearing. Copies of the decision shall be sent to the Occupant in the manner provided herein for giving Notice; provided that such Notice shall be personally delivered or, if personal service is not possible, posted. 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. The Executive Director's written decision shall inform the Occupant of his or her decision to rescind or extend the Notice of Suspension 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.

**X. NOTICE TO CURE OR VACATE.**

**A. Notice to Cure or Vacate.** SCPHA shall initiate termination of an Occupancy Document by giving the Occupant a written Notice to Cure or Vacate [Attachment C-1, C-2, or C-3]. The Notice to Cure or Vacate shall be served in accordance with the Notice provisions herein. The Notice to Cure or Vacate shall state the following: The reason for termination and the existence and availability of this Policy;

**1.** The Occupant's right to request, in writing and within the time frame described in the Notice to Cure or Vacate, a hearing before the Executive Director to provide information or arguments on why the termination should not occur;

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

**3.** 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 to Cure or Vacate. Absent such rescission or extension, the Occupancy Document shall terminate on the date specified in the Executive Director's decision;

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

**5.** The Occupant has the right to receive a written decision on the merits responding to the information or arguments presented by the Occupant;

**6.** SCPHA will provide the tribal government with a copy of the Notice to Cure or Vacate, unless the Occupant waives in writing SCPHA's obligation to do so;

**7.** The Occupant may appeal the Executive Director's action/inaction to the Board within five calendar days of the Executive Director's decision if the Occupant does not agree with the Executive Director's decision, or within ten calendar days of the hearing if the Executive Director does not provide the Occupant with a written decision;

8. The Occupancy Document shall terminate on the date to vacate specified in the Notice to Cure or Vacate if an Occupant fails by this date to cure the breach or request a hearing before the Executive Director, or shall terminate five calendar days after a scheduled hearing date if the Occupant fails to appear for the hearing; and

9. A request for a hearing does not guarantee the Occupant's right to continued occupancy. If SCPHA terminates the Occupancy Document, the Occupant will no longer have the right to occupy the unit and will have to vacate the unit.

B. **Hearing.** The Executive Director shall schedule a hearing upon receipt of a written 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 and issue to the Occupant a written Notice of Decision of Executive Director Upon Hearing [Attachment D], together with the reasons therefor, within ten 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 to Cure or Vacate. The Executive Director's written decision shall inform the Occupant of his or her decision to rescind or extend the Notice to Cure or Vacate 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. If the Executive Director's decision is to terminate the Occupancy Agreement and the Occupant fails timely to appeal to the Board, the Occupant must vacate the unit within five calendar 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 challenge or appeal a termination. No Occupant shall be afforded rights to challenge or appeal a termination under SCPHA's Participant Grievance Policy or any other SCPHA policy or procedure.

**XI. APPEALS PROCEDURES.**

**A. Notice of Appeals.**

1. If, after requesting and participating in a hearing as described above, 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 (Notice of Appeal) with the Board within five calendar days of the Occupant's receipt of the written decision of the Executive Director or, in the case of inaction, within ten calendar days after the date of the hearing before the Executive Director. A copy of the Notice of Appeal must be delivered to the Executive Director at the SCPHA offices on or before the date that the Notice of Appeal is filed with the Board. If the Occupant does not file timely a Notice of Appeal with the Board, the hearing decision of the Executive Director shall stand.

**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 and date, the clearly visible words "NOTICE OF APPEAL;"
- d. Contain a copy of the decision being appealed that is sufficient to permit identification of the decision;
- e. Contain a statement of the reasons for the appeal; and
- f. State when a copy of the Notice of Appeal was provided to 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 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 herein. The Occupant shall be permitted an additional five 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. 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; however, no new evidence shall be considered.

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 SCPHA that are directly related to the hearing. Any document not made available after request therefor by the Occupant may not be relied upon by SCPHA at the hearing;

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

c. The right to cross-examine SCPHA'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.

4. If the Occupant fails to appear at a hearing granted by the Board, the Board shall decide the appeal based solely on the administrative record with the Occupant 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 ten calendar days after its receipt of the Notice of Appeal, or within ten calendar days of the scheduled hearing, whichever is later. Copies of the decision shall be given to the Executive Director and shall be sent to the Occupant in the manner provided herein for giving Notice. The Board shall issue the Occupant a Notice to Vacate [Attachment F] if it makes a final determination under the Policy to terminate the Occupancy Document. Such decision shall be final and binding upon the parties.

**XII. PERMANENT RESIDENT TERMINATION PROCEDURES.**

**A. Notice of Termination concerning Permitted Resident Status.** SCPHA may terminate a Family member's right of occupancy if the Family member is a Permitted Resident and SCPHA has received notification from the Pueblo or other reliable source that the member's Permitted Resident status has been revoked in accordance with the Non-Member Residence Code. SCPHA need not provide the Family member with a Notice of Noncompliance, but may commence termination procedures with a Notice of Termination concerning revocation of the Family member's Permitted Resident status [Attachment G]. The Executive Director shall serve the Family member a written Notice of Termination in the manner provided in the Notice provisions herein; provided that such Notice shall be personally delivered or, if personal service is not possible, posted. Such Notice shall state the following:

1. The reason for termination of the Family's member's right of occupancy which shall be the member's Permitted Resident status being revoked;
2. The date by which the Family member must vacate the unit, such date to be the later of:
  - a. Thirty calendar days after final revocation of the member's Permitted Resident status by the Committee;
  - b. Thirty calendar days after the Tribal Council's decision to affirm the Committee's revocation of the Family member's Permitted Resident status, provided that the member provides proof to SCPHA that he or she has appealed the Committee decision to Tribal Council; or
  - c. Twenty-fours within service of this notice;
3. That, if the Family member is found living in the unit after the date that he or she must vacate the unit, other Occupants of the unit shall be subject to Termination of Occupancy under this Policy;
4. That, within five calendar days of service of this Notice of Termination, SCPHA will provide the tribal government with a copy of the Notice of Termination, unless the Family member waives in writing SCPHA's obligation to do so;
5. That SCPHA shall rescind the termination and order the Family member's right of occupancy reinstated if, prior to the date that the member must vacate the unit, he or she provides evidence or assurances satisfactory



to SCPHA that his or her Permitted Resident status has not been revoked or that such status has been reinstated in accordance with the Non-Member Residence Code; and

6. That, absent a rescission of the termination, the decision by SCPHA to terminate the Family member's right of occupancy to the unit shall be final and may not be appealed in any forum.

**B. Other Occupants in Unit.** Notice of all actions under this Section shall also be served on the Occupants remaining in the unit.

### **XIII. VOLUNTARY TERMINATION.**

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

1. An Occupant may terminate his or her Homebuyer's Occupancy Document by giving SCPHA written notice of such, and the lease term and the Homebuyer's Occupancy Document shall terminate on the thirtieth calendar day after SCPHA receives such notice.

2. Notice to SCPHA shall be in writing and either delivered to a SCPHA employee at the SCPHA office during normal business hours or sent to SCPHA 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 unit without proper notice to SCPHA, he or she shall remain subject to the obligations of the Homebuyer's Occupancy Document, including the obligation to make monthly payments, until SCPHA terminates the Homebuyer's Occupancy Document pursuant to the procedures set forth in this Policy.

4. If, without Occupant having provided prior written notice to SCPHA, 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 SCPHA may initiate termination proceedings. Any personal property remaining in the unit after termination may be disposed of by SCPHA without incurring any liability.

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 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 SCPHA written

notice of such, and the Renter's Occupancy Document shall terminate on the thirtieth calendar day after SCPHA receives such notice.

2. If an Occupant vacates the unit without notice to SCPHA, 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 SCPHA learns of the vacancy.
- c. If, without Occupant having provided prior written notice, 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. In this event, 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 SCPHA without incurring any liability.

**XIV. EVICTION PROCEEDINGS; ARREARAGES.**

A. **Eviction.** If SCPHA's final decision is to terminate the Occupancy Document, but the Occupant does not vacate the premises by the date of termination, SCPHA may file an eviction action in the court with jurisdiction.

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

**XV. TRANSFER OF UNIT TO FAMILY MEMBER.**

If an Occupant is evicted from his or her unit, and a family member would like to take over occupancy of the unit, the family member must, within thirty calendar days of the date of the eviction, notify SCPHA of his or her intent to occupy the unit, submit a complete application and be deemed eligible, remit payment to SCPHA for the entire amount of the delinquency, agree to payroll deduction or ACH direct deposit for monthly payments, and move into the home. If the family member does not submit a complete application and pay the entire delinquent amount within thirty calendar days of the date of eviction, SCPHA will prepare the home for the next eligible participant. This paragraph is applicable only if a family member of the Occupant submits a timely request to SCPHA.

**ATTACHMENT A**

**NOTICE TO CURE**

- 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 is due on or before the first day of the month. Payments not received by the Santa Clara Pueblo Housing Authority (SCPHA) on or before the fifth day of the month are considered to be delinquent. A late fee of \$25.00 has been applied to your account and 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 calendar days of receipt of this Notice. If you fail to time cure the breach, SCPHA will proceed with termination procedures.

SANTA CLARA PUEBLO HOUSING AUTHORITY

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

**ATTACHMENT B**

**NOTICE OF SUSPENSION OF RIGHT OF OCCUPANCY**

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

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

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

The Santa Clara Pueblo Housing Authority (SCPHA) hereby serves notice that it is the intention of SCPHA to suspend your right of occupancy for 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 SCPHA employees or by persons residing in the immediate vicinity of the premises:

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

- You must vacate the premises twenty-four 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 calendar days of mailing this Notice of Suspension, SCPHA will provide the tribal government with a copy of the Notice of Suspension, unless you waive in writing SCPHA's obligation to do so;

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

- A. Within five calendar 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 and thirty-five 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 calendar 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 SCPHA that are directly related to the suspension. Any document not made available after request therefore by you may not be relied upon by SCPHA 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 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 this Policy;

- 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 SCPHA Board of Commissioners.

SANTA CLARA PUEBLO HOUSING AUTHORITY

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

**ATTACHMENT C-1  
[NUISANCE OR INJURY]**

**NOTICE TO CURE OR VACATE**

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

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

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

The Santa Clara Pueblo Housing Authority (SCPHA) hereby serves notice that it intends to terminate your Occupancy Document on Unit No. \_\_\_\_\_, Project No. \_\_\_\_\_.

- You have [created a nuisance by][caused serious injury to the following property][caused serious injury to the following person(s)]: \_\_\_\_\_

- The Collection and Termination Policy and Procedures is applicable to all occupants of SCPHA units, and is available at the SCPHA office for your review.

- Within three calendar days of receipt of this Notice to Cure or Vacate, we will provide the tribal government with a copy of this Notice to Cure or Vacate, unless you waive in writing our obligation to do so.

- Within three calendar 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 SCPHA that are directly related to the termination. Any document not made available after request therefor by you may not be relied upon by SCPHA 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; and
- E. 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 and Procedures. An appeal must be filed within five calendar days of receipt of the Executive Director's decision or within ten calendar days of the hearing, if the Executive Director fails to provide you with a written decision.

- Your Occupancy Document shall terminate three calendar days after receipt of this Notice to Cure or Vacate if you fail by such date to cure the breach or to request a hearing, or shall terminate on the fifth calendar day after the scheduled hearing date if you fail to appear for the hearing.

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

SANTA CLARA PUEBLO HOUSING AUTHORITY

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

**ATTACHMENT C-2  
[FAILURE TO MAKE REQUIRED MONTHLY PAYMENT]**

**NOTICE TO CURE OR VACATE**

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

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

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

The Santa Clara Pueblo Housing Authority (SCPHA) hereby serves notice that it intends to terminate your Occupancy Document on Unit No. \_\_\_\_\_, Project No. \_\_\_\_\_.

- You have failed to make your required monthly payments and you are now delinquent in the amount of \$\_\_\_\_\_.
  - The Collection and Termination Policy and Procedures is applicable to all occupants of SCPHA units, and is available at the SCPHA office for your review.
  - Within seven calendar days of receipt of this Notice to Cure or Vacate, we will provide the tribal government with a copy of this Notice to Cure or Vacate, unless you waive in writing our obligation to do so.
  - Within seven calendar 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 SCPHA that are directly related to the termination. Any document not made available after request therefor by you may not be relied upon by SCPHA 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; and
    - E. 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 and Procedures. An appeal must be filed within five calendar days of receipt of the Executive Director's decision or within ten calendar days of the hearing, if the Executive Director fails to provide you with a written decision.

- Your Occupancy Document shall terminate seven 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, or shall terminate on the fifth calendar day after the scheduled hearing date if you fail to appear for the hearing.
- A request for a hearing does not guarantee your right to continued occupancy. If SCPHA terminates the Occupancy Document, you will no longer have the right to occupy the unit and will have to vacate the unit.

SANTA CLARA PUEBLO HOUSING AUTHORITY

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

**ATTACHMENT C-3  
[OTHER BREACHES]**

**NOTICE TO CURE OR VACATE**

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

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

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

The Santa Clara Pueblo Housing Authority (SCPHA) hereby serves notice that it intends to terminate your Occupancy Document on Unit No. \_\_\_\_\_, Project No. \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- The Collection and Termination Policy and Procedures is applicable to all occupants of SCPHA units, and is available at the SCPHA office for your review.

- Within fourteen calendar days of receipt of this Notice to Cure or Vacate, we will provide the tribal government with a copy of this Notice to Cure or Vacate, unless you waive in writing our obligation to do so.

- Within fourteen calendar 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 SCPHA that are directly related to the termination. Any document not made available after request therefor by you may not be relied upon by SCPHA 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; and

E. 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 and Procedures. An appeal must be filed within five calendar days of receipt of the Executive Director's decision or within ten calendar days of the hearing, if the Executive Director fails to provide you with a written decision.

- Your Occupancy Document shall terminate fourteen 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, or shall terminate on the fifth calendar day after the scheduled hearing date if you fail to appear for the hearing.

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

SANTA CLARA PUEBLO HOUSING AUTHORITY

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

**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 Santa Clara Pueblo Housing Authority (SCPHA) regarding termination of your Occupancy Document that granted you the right to request a hearing before the SCPHA 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 Procedures is applicable to all occupants of SCPHA units, and is available at the SCPHA office for your review;

• If you are not satisfied with this decision, you may file a notice of appeal (Notice of Appeal) with the SCPHA Board of Commissioners (Board) within five calendar 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 unit within five calendar 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 SCPHA 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 at 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 SCPHA regulations that are directly related to the hearing; any documents not made available after your request for such a purpose may not be relied upon by SCPHA at the hearing;
    - B. The right to be represented by a person of your choosing;
    - C. The right to cross-examine SCPHA'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 ten calendar days after the Board's receipt of the Notice of Appeal, or within ten calendar days of the scheduled hearing, whichever is later; and
  - The Board decision shall be final and binding.

SANTA CLARA PUEBLO 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 Santa Clara Pueblo Housing Authority (SCPHA) 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 SCPHA Board of Commissioners (Board).

• The Board hereby serves this Notice of Decision of Board of Commissioners that, based on a review of the Notice of the Appeal in accordance with the SCPHA Collection and Termination Policy and Procedures, 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

• The Board decision shall be final and binding upon SCPHA and you.

SANTA CLARA PUEBLO HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

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

**ATTACHMENT F**

**NOTICE TO VACATE  
PURSUANT TO DECISION ON APPEAL TO THE BOARD**

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

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

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

The Board of Commissioners (Board) for the Santa Clara Pueblo Housing Authority (SCPHA) hereby serves notice that the Occupancy Document for Unit No. \_\_\_\_\_, Project No. \_\_\_\_\_ has been terminated. You are required to vacate the unit because the Board, having reviewed your Notice of Appeal and having considered all relevant facts, has made a final determination under the SCPHA Collection and Termination Policy and Procedures to terminate your Occupancy Document.

You must vacate the unit within five calendar days of receipt of this Notice to Vacate. If you fail to vacate the unit by 5:00 p.m. on such date, SCPHA shall seek a court order to have you forcibly removed from the unit. In addition, you may be held liable to SCPHA for costs to bring the unit into satisfactory condition. A copy of this Notice to Vacate is being sent to the tribal government.

SANTA CLARA PUEBLO HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

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

**ATTACHMENT G**

**NOTICE OF TERMINATION  
OF  
RIGHT OF OCCUPANCY  
BASED ON  
REVOCAION OF PERMITTED RESIDENT STATUS**

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

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

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

The Santa Clara Pueblo Housing Authority (SCPHA) hereby serves notice that it intends to terminate your right of occupancy for Unit No. \_\_\_\_\_, Project No. \_\_\_\_\_.

- The reason for termination of your right of occupancy is because SCPHA has received notification from the Pueblo of Santa Clara or other reliable source that your Permitted Resident status has been revoked in accordance with the Non-Member Residence Code.

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

- You must vacate the unit by the later of the following dates:

- A. Thirty calendar days after final revocation of your Permitted Resident status by the Committee;

- B. Thirty calendar days after the Tribal Council's decision to affirm the Committee's revocation of your Permitted Resident status, provided that you provide proof to SCPHA that you appealed the Committee's decision to Tribal Council; or

- C. Twenty-four hours within service of this notice;

- If you are found living in the unit after the date you must vacate the unit, other Occupants of the unit shall be subject to Termination of Occupancy under the Collection and Termination Policy and Procedures;

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

- SCPHA shall rescind this termination and order your occupancy reinstated if, prior to the date that you must vacate the unit, you provide evidence or assurances satisfactory to SCPHA that your Permitted Resident status has not been revoked or that such status has been reinstated in accordance with the Non-Member Residence Code; and

- Absent a rescission of this termination, the decision by SCPHA to terminate your right of occupancy to the unit shall be final and may not be appealed in any forum.



SANTA CLARA PUEBLO HOUSING AUTHORITY

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