



## RESOLUTION 2026-05-27 (3)

**Date:** May 27, 2026

**To:** THA Board of Commissioners

**From:** April Black  
Executive Director

**Re:** Updating THA's Property Management Policies for Termination of Tenancy and Repayment Agreements

*This resolution would clarify the purpose and scope of Chapter 15, "Termination of Tenancy" and Chapter 16, "Repayment Agreements," of Tacoma Housing Authority's (THA) Property Management Policies. It also seeks to update the terms and conditions of such agreements.*

### BACKGROUND

THA seeks to update Chapters 15, "Termination of Tenancy", and 16, "Repayment Agreements" of the agency's Property Management Policies (PMP). These changes clarify the scope and purpose of the policy and update the terms and conditions of such agreements.

#### **Proposed Updates to THA's Property Management Policies**

This resolution seeks to update the following terms and conditions of repayment agreements for tenants living on THA owned and managed properties:

- Resolve inconsistencies between Chapters 15 and 16
- Entering into a repayment agreement
  - Families must enter into a repayment agreement before the expiration of a notice to pay or vacate. Agreements must be signed and dated. A downpayment must be made except in cases where the tenant is on minimum rent and chooses to waive the downpayment.

- Downpayments
  - Minimum rent tenants are not required to make a downpayment but may do so if they choose.
  - All other tenants are required to issue a downpayment. The amount must be what the family qualifies for in terms of minimum rent.
- Payment schedule and thresholds
  - The tenant must repay the unpaid rent and other charges according to a schedule that aligns the amount owed with a specific time period. This aligns with the timeline and standards in the Administrative Plan policy for overpaid housing assistance payments (HAP).
- On-time payments
  - If a payment is not received by the end of the business day on the date due, such failure will constitute a breach of the agreement and THA will terminate the family's tenancy in accordance with its lease termination policies.
- Hardship
  - The tenant must be approved through the Hardship Policy to temporarily pause payments. The Hardship Policy is outlined in THA's Administrative Plan.
- Limiting Repayment Agreements
  - THA will not enter into a repayment agreement for unpaid rent if there is already a repayment agreement for unpaid rent in place, if the family has been in a repayment agreement within the last 12 months, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

**Public Comment**

THA staff implemented public comment from March 20 to April 20. We heard from resident groups, the public, and legal advocacy stakeholders. The table below details the comments and THA's responses.

Public Comment	THA Response
The proposed policies, as written, will help residents take greater responsibility for reliably paying their rent and other charges.	THA has noted this comment.
There is room to improve the notice and repayment policies on THA third-party managed properties.	The scope of the proposed policy does not include THA third-party managed properties. Because this

Public Comment	THA Response
	<p>comment falls out of the scope of the proposed policy, it was not taken into consideration.</p> <p>When THA receives public comments that are not related to the proposed policy change but are connected to other areas of our work, we share the materials with relevant staff and partners. This comment was shared with the Asset Management and Real Estate Development Department and the third-party management company.</p>
<p>The proposed policy fails to honor the commitments THA states in its 2025 and 2026 MTW Plans regarding eviction prevention efforts and affordable repayment agreements.</p> <p>Requiring payment of all debt within 90 days is inconsistent with THA's MTW commitment to offer affordable repayment agreements.</p>	<p>THA respectfully disagrees with this comment. The proposed policies are aligned with the commitments stated in its MTW Plans and respond to a new and changing economic landscape. The policies provide for repayment agreements prior to issuance of a legal notice under RCW 59.18, specifically as an eviction prevention measure. As such, the agreements would be available soon after a tenant first falls behind on their rent, when the amount of unpaid rent is most likely to be low. Further, in developing the framework for such agreements THA looked to the structure for court-ordered repayment agreements provided under RCW 59.18.410 as a guide. Both the provision of early repayment agreements and the structure of those agreements provide an affordable eviction prevention option to tenants who have fallen behind on their rent.</p> <p>Notwithstanding the above, THA has carefully considered this comment and is amending its proposal to provide for a longer repayment agreement term and, consequently, a lower monthly payment amount.</p>
<p>The proposed policies represent a significant narrowing and restriction of the repayment agreement relief currently available to its tenants.</p>	<p>THA respectfully disagrees with this comment. The current policies lacked clarity regarding the circumstances they governed. This ambiguity highlighted the need for us to clarify these policies and their original intentions.</p>

Public Comment	THA Response
	<p>Additionally, the THA Property Management Policies states, "If a family owes amounts to THA, as a condition of continued occupancy, THA <i>may</i> require the family to repay the full amount or enter into a repayment agreement, within 30 days of receiving notice from THA of the amount owed." See Sect. 15.4. This language is discretionary. Thus, this provision already granted THA discretion to require payment in full or to enter into a repayment agreement in situations where a tenant has not paid their rent, which is a condition of their continued occupancy of their unit.</p>
<p>The proposed repayment agreement amounts are not affordable because they are not based on the tenant's income nor their rental obligation.</p>	<p>THA appreciates this feedback. While our proposal aligns with court ordered repayment agreements authorized under RCW 59.18.410, we have carefully considered this comment, and THA is amending its proposed policy changes to incorporate the concerns reflected in this comment.</p> <p>More specifically, we are amending the proposal to more closely align the structure of repayment agreements for unpaid rent with the Administrative Plan policy governing the overpayment of HAP. This will allow payments to be made over a longer period. Increasing the time tenants have to repay unpaid rent effectively lowers the monthly payment. The payment amounts and timelines will be as follows:</p> <ul style="list-style-type: none"> <li>• Amounts over \$5,000 must be repaid within 60 months.</li> <li>• Amounts between \$3,000 and \$4,999 must be repaid within 48 months.</li> <li>• Amounts between \$2,000 and \$2,999 must be repaid within 36 months.</li> <li>• Amounts between \$1,000 and \$1,999 must be repaid within 24 months.</li> <li>• Amounts under \$1,000 must be repaid within 12 months.</li> </ul>

Public Comment	THA Response
	<p>In addition to the above, tenants will also be able to request a hardship, which if granted will extend the term of any repayment agreement by the six-month timeframe within which the tenant would not be obligated to make their monthly payments.</p> <p>This policy is not intended to dictate or restrict the terms of repayment agreements issued or entered into as part of any court proceeding.</p>
<p>THA did not receive Board approval for adding clarifying language to the Administrative Plan policy.</p>	<p>This comment does not relate to the proposed policy. THA thanks the public for this comment but will not consider it in amending the proposed policy.</p>
<p>“Given that THA operates its portfolio under the Project-Based Voucher Program, 24 CFR 982.54 and 24 CFR 982.552 suggest that [THA’s] Administrative Plan must address the repayment of tenancy-related debts.”</p>	<p>This comment is noted. However, neither cited authority requires THA’s Administrative Plan to include policies related to repayment agreements offered to tenants for them to cure their nonpayment of rent. In the absence of specific authority, we decline to amend the proposal.</p>
<p>THA’s lease states that proposed changes to the Property Management Policies can only be made on a prospective basis for new tenants entering the program.</p>	<p>THA’s Property Management Policies outlines the agency policies related to tenancy. While the lease contains provisions requiring the tenant to abide by the rules, THA disagrees that the proposed policy changes to the PMP would amend the terms and conditions of the lease in a manner that would require an amended lease.</p>
<p>The proposed policy offering THA the discretion to issue repayment agreements does not align with its commitments made in the 2025 and 2026 MTW Plans.</p>	<p>This comment is unclear. THA disagrees that having discretion to enter into repayment agreements is inconsistent with its 2025 or 2026 MTW Plans. As a public agency, THA is committed to exercising its discretion lawfully.</p>
<p>Proposing a 10% downpayment for families on minimum rent does not align with the agency’s commitment to offer affordable repayment agreements.</p>	<p>THA proposes a new standard, as follows:</p> <ul style="list-style-type: none"> <li>• Tenants paying minimum rent will not be required to pay a downpayment but may do so should they choose.</li> </ul>

Public Comment	THA Response
	<ul style="list-style-type: none"> <li>All other tenants will be required to pay a downpayment to enter into a repayment agreement. The downpayment must be what the tenant qualifies for in terms of minimum rent.</li> </ul>
<p>The deadline THA wishes to standardize for a tenant to enter into a repayment agreement is unreasonable.</p>	<p>THA respectfully disagrees with this comment. The purpose for the deadline is to ensure repayment amounts remain as low as possible, and that repayment agreements are entered into quickly, prior to an eviction proceeding, as an eviction prevention measure.</p>
<p>THA should ensure that its Hardship Policy is functional and accessible to tenants.</p>	<p>THA has noted this comment.</p>
<p>If adopted as currently written, THA would be offering more generous repayment agreements to participants whose subsidy has been overpaid than to those who have fallen behind on rent obligations.</p>	<p>It is unclear what is meant by “generous” in this context. To the extent that this comment asserts individuals who are overpaid subsidy necessarily have lower monthly amounts under their agreements than tenants who have fallen behind on paying their rent, THA respectfully disagrees, as unpaid rent debts and overpaid subsidies are categorically different types of debt.</p> <p>The proposed policies provide for repayment agreements prior to issuance of a legal notice under RCW 59.18, specifically as an eviction prevention measure. As such, the agreements would be available soon after a tenant first falls behind on their rent, when the amount of unpaid rent is most likely to be low. Further, in developing the framework for such agreements THA looked to the structure for court-ordered repayment agreements provided under RCW 59.18.410 as a guide. Both the provision of early repayment agreements and the structure of those agreements provide an affordable eviction prevention option to tenants who have fallen behind on their rent.</p> <p>Notwithstanding the above, in response to other comments concerning the need for lower payment amounts, THA is amending its proposal to provide</p>

Public Comment	THA Response
	for a longer repayment agreement term and, consequently, a lower monthly payment amount for unpaid rent debt.

**RECOMMENDATION**

We recommend the Tacoma Housing Authority Board of Commissioners vote to approve these changes to the agency Property Management Policies to support the clarification of this policy as well as the updated terms and conditions.



## RESOLUTION 2026-04-22 (3)

### (Updating THA's Property Management Policies for Termination of Tenancy and Repayment Agreements)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

**WHEREAS**, RCW 35.82.070 authorizes THA to lease and operate housing projects, to own or manage buildings containing a housing project, and to include in its leases and agreements "such covenants as the authority deems appropriate to assure the achievement of the objectives of [the Washington State Housing Authorities Law]"; and

**WHEREAS**, Tacoma Housing Authority housing programs are governed by multiple regulations across various documents; and

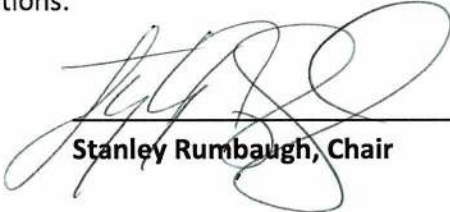
**WHEREAS**, per RCW 35.82.070, the Tacoma Housing Authority Property Management Policies outline all the mandatory and discretionary policies for tenancy of tenants of THA owned and managed properties; and

**WHEREAS**, the terms of conditions of repayment agreements for tenants of THA owned and managed properties should be updated such that the standards and terms for such agreements are clearer; now, therefore, be it

***Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington that:***

Chapter 15, "Termination of Tenancy", and Chapter 16, "Repayment Agreements", are updated for scope, clarity, and related terms and conditions.

**Approved: May 27, 2026**

  
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**Stanley Rumbaugh, Chair**

## Appendix A: Chapters 15 and 16 of THA's Property Management Policies, Redlined

### 15.4 Repayment of Family Debts

If a family owes amounts to THA, as a condition of continued occupancy, THA may, at its sole discretion, require the family to repay the full amount or to enter into a repayment agreement; within 30 days of receiving notice from THA of the amount owed in accordance with Chapter 16 herein.

## 16. REPAYMENT AGREEMENTS

### 16.1 General

Any amount owed to THA by a tenant family must be repaid. Consistent with Section 15.4 of THA's Property Management Policies manual, if a the family owes amounts is unable to repay the debt within thirty (30) days, THA, as a condition of continued occupancy, THA may, at its sole discretion, will offer to enter into a repayment agreement in accordance with this Chapter. Any offer will be in writing and will specify the deadline by which the tenant family must enter into a repayment agreement. The deadline specified must not exceed the cure period for any notice to pay or vacate issued under RCW 59.12 and RCW 59.18 for such debt.

If the family refuses to repay the debt, does not enter into a repayment agreement and fails to pay the debt, or breaches a repayment agreement for this debt, THA will terminate the family's tenancy in accordance with its lease termination policies. THA will also pursue other modes of collection.

The policies outlined in Chapter 16 of THA's Property Management Policies manual do not govern recovery of housing assistance dollars that have been overpaid on behalf of families. Such policies are outlined in THA's Administrative Plan, pursuant to 24 CFR 982.54. The policies outlined in Chapter 16 of THA's Property Management Policies manual also do not govern installment payment agreements for security deposits entered into per RCW 59.18.610 and/or Tacoma Municipal Code (TMC) 1.95.040.

### 16.2 General Repayment Agreement Guidelines

#### Entering into a Repayment Agreement

Families must enter into a repayment agreement before the expiration of a notice to pay or vacate. Any repayment agreement between THA and a family must be signed and dated by THA and by the head of household and spouse/co-head (if applicable). A downpayment must be made except in cases where the tenant is on minimum rent and chooses to waive the downpayment.

#### Downpayments

Minimum Rent Tenants: THA tenants on minimum rent are not required to issue a downpayment to enter into a repayment agreement but may do so if they choose.

**All Other Tenants:** All other THA tenants are required to issue a downpayment to enter into a repayment agreement. The downpayment must be what the family qualifies for in terms of minimum rent.

~~Before executing a repayment agreement with a family, THA will generally require a down payment of ten (10) percent of the total amount owed. If the family can provide evidence satisfactory to THA that such a down payment would impose an undue hardship, THA may, in its sole discretion, require a lesser percentage or waive the requirement.~~

~~If a family is paying less than forty (40) percent of its monthly adjusted income (MAI) in rent, the minimum monthly payment amount will be the greater of the following two amounts:~~

- ~~• The difference between 40 percent of the family's MAI and the total family share at the time the agreement is executed; or~~
- ~~twenty-five dollars (\$25).~~

### **Payment Schedule and Thresholds**

~~The tenant must repay the unpaid rent and other charges by making payments according to the schedule below, which shows how many payments are required. Terms for payment must adhere to this schedule.~~

- ~~• Amounts over \$5,000 must be repaid within 60 months.~~
- ~~• Amounts between \$3,000 and \$4,999 must be repaid within 48 months.~~
- ~~• Amounts between \$2,000 and \$2,999 must be repaid within 36 months.~~
- ~~• Amounts between \$1,000 and \$1,999 must be repaid within 24 months.~~
- ~~• Amounts under \$1,000 must be repaid within 12 months.~~

~~The family is required to make these payments, rounded down to the nearest dollar, on or before the dates enumerated in the repayment agreement. Payment amounts are not determined based on income.~~

### **On-Time Payments**

~~If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by THA, THA such failure will send the family a delinquency notice giving the family ten (10) business days to make the payment in full. If the payment is not received by the due date of the delinquency notice, it will be constitute a breach of the agreement, and THA will terminate the lease family's tenancy in accordance with its lease termination policies.~~

### **Hardship**

~~The Tenant must be approved through the Hardship Policy, outlined in its the Administrative Plan, to temporarily pause payments. If the family's income increases or decreases during the term of a repayment agreement, either THA or the family may request that the monthly payment amount be adjusted accordingly.~~

~~Any repayment agreement between THA and a family must be signed and dated by THA and by the head of household and spouse/co-head (if applicable).~~

### **Limiting Repayment Agreements**

THA ~~generally~~ will not enter into a repayment agreement ~~for unpaid rent with a family~~ if there is already a repayment agreement ~~for unpaid rent~~ in place ~~with the family, if the family has been in a repayment agreement within the last 12 months,~~ or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.