

15. TERMINATION OF TENANCY

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. If the Consistent with Section 15.4 of this policy, if a family is unable to repay the debt within thirty (30) days, THA will, as a condition of continued occupancy, THA may, at its sole discretion, 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 the 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 this Chapter 16 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 this Chapter 16 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

No repayment agreement offered under this Chapter may exceed a repayment term of ninety (90) days. Before executing a repayment agreement with a family for unpaid rent or other, tenancy-related charges, 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 no less than forty (40) percent of its monthly adjusted income (MAI) in rent, the applicable minimum monthly payment amount will be the greater of the following two amounts: rent, depending on whether the household qualifies as elderly/disabled or work-able, except for families who are on minimum rent. THA will require a downpayment of at least 10% of the amount owed, rounded to the nearest dollar, for families who are on minimum rent.

The difference between 40 percent of the family's MAI and the total

- A family share at the time the agreement is executed; required to make three payments of equal amounts, rounded to the nearest dollar, on or
- twenty-five dollars (\$25).

If before the family's income increases or decreases during dates enumerated in the term of a repayment agreement, either THA or the family may request that the monthly payment amount be adjusted accordingly. Payment amounts are not determined based on income.

The Tenant must be approved through the Hardship Policy, outlined in its Administrative Plan, to temporarily pause payments.

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).

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 family's tenancy in accordance with its lease termination policies.

THA generally will not enter into a repayment agreement for unpaid rent with a family if there is already a repayment agreement in place for unpaid rent with the family, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution. THA will not enter into more than one ninety (90) day repayment agreement for unpaid rent with the same tenant during a calendar year.