

## **Exhibit 13 EVICTION POLICY**

A. The purpose of this policy is to ensure that if eviction is necessary, a resident must be given the opportunity for a hearing in court which provided the basic elements of due process before eviction from the Housing Authority.

B. The following procedures will be followed:

1. Notice to Vacate may be combined with or run concurrently with Notice of Lease Termination. The Notice to Vacate must be in writing and specify that if resident fails to vacate the premises within the applicable period, appropriate action will be brought against the resident. Notice shall be:
  - a. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.
  - b. A reasonable period of time considering the seriousness of the situation (but not to exceed (30) days)
    - 1) if the health or safety of other residents, Authority employees or persons residing in the immediate vicinity of the premises is threatened; or
    - 2) if any member of the household has engaged in any drug-related criminal activity or violent activity; or
    - 3) if any member of the household has been convicted of a felony
  - c. Thirty (30) days in all other cases.
2. Resident shall pay all court costs and the Authority's reasonable attorney's fees and other expenses in enforcing or defending this Lease and in recovering possession of the premises unless resident prevails in such legal action.
3. If resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.

C. Grievance Procedure

All grievances, disputes or appeals arising from the Lease which are subject to the Grievance Procedure shall be processed and resolved pursuant to the Grievance Procedure posted in the Authority office.

**Grievances associated with termination of tenancy related to any activity, not just criminal activity, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by employees of the Authority, and to any drug-related criminal activity on or off Authority's premises, are excluded from the Grievance Procedure.**

D. Pre-Suit Mediation

Resident agrees that should resident have any dispute with the Lease, with the Authority or any matter in any way related to resident's tenancy of the premises, which dispute is not resolved through the Grievance Procedure per Section XVI of the Lease, it is a precondition to resident's filing any action concerning any such dispute that resident submit the dispute to non-binding mediation, except in the case where immediate injunctive relief is sought. Upon resident giving notice of a request for mediation, the Authority will make itself available for mediation within thirty (30) days of that notice.

*Bastrop Housing Authority does not discriminate against persons on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.*