

Vernon Housing Commission
Procedures Regarding the Non-Payment or Untimely Payment of Rent
Adopted December 12, 2012

Pursuant to Ordinance 1183, as amended, and the Vernon Rental Housing Policy (“VRHP”), the Vernon Housing Commission (“VHC”) hereby adopts the following procedures to address any leasee’s non-payment or untimely payment of rent.

Recitals

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Every leasee is obligated by his or her lease to pay rent in full on a timely basis.
- C. The VHC desires to adopt procedures with respect to the non-payment or untimely payment of rent that are “neutral, fair and reasonable.” The VHC recognizes that unless it uniformly enforces all leases with respect to the timely payment of full rent, it will not be treating all leasees neutrally and fairly.

Procedures

- 1. If any leasee fails to pay rent in full timely, the leasee shall be contacted by a means reasonably calculated to make actual contact, and demand for full payment of rent, including any late charges, shall be made. A leasee shall be given no less than ten (10) calendar days and no more than fifteen (15) calendar days to comply with this demand.
- 2. If following a demand for payment no payment is received, or full rent remains unpaid, a formal notice to pay rent or quit the premises shall be served on the leasee. The leasee shall have no less than three (3) days from the date of service of the notice to make any payments required, including late charges.
- 3. If, prior to the expiration of the notice periods in either Paragraphs 1 or 2 above, the leasee contacts the VHC Director, or his or her designee (the “Director”), and requests an accommodation with respect to the payment of rent in full, the Director shall be authorized to make one such accommodation, for a period not to exceed 30 calendar days, by which the leasee must pay all amounts then due and owing, including late charges. A leasee shall be entitled to no more than one such accommodation in any 12-month period.
- 4. If, notwithstanding the notices set forth herein, a leasee does not pay all amounts due and owing, including late charges, and if the leasee either has not requested an accommodation, is not entitled to an accommodation, or the accommodation has expired, the Director is hereby authorized and required to initiate all appropriate legal action to evict the

leasee and any occupants then residing in the premises, recover the premises, and recover any damages, costs, and attorneys' fees so recoverable. No further action by the VHC is required.

5. Prior to initiating any legal action, the Director shall advise the Chair and the Vice-Chair of the VHC of the pending initiation of legal action. Failure to so advise, however, shall not void or otherwise invalidate any act by the Director that is otherwise consistent with this Procedure.

6. Any compromise or settlement of any legal action, or any compromise of any claims against any leasee, with a value in excess of \$2,500, must be approved by the VHC. If the VHC fails to approve any such compromise or settlement, the Director is authorized and required to proceed with appropriate legal action until its conclusion, including any appeal, if in the opinion of the Director, an appeal is appropriate.

7. The Director is authorized to compromise or settle any legal action, or otherwise compromise any claim against any leasee, if the value of the claim is less than \$2,500, and if, in the discretion of the Director, such compromise or settlement is appropriate under the circumstances and consistent with the VRHP.

8. The Director shall report to the VHC at each regularly scheduled meeting of the VHC on the status of any pending legal actions and the compromise or settlement of any claims. The Director shall provide such additional reports to the VHC as may be requested by the Chair.