

ICC Austin

**Eviction Policy**

As approved by the Executive Director, and incorporating all changes through:

**June 1, 2017**

## Revision History

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Date	Author(s)	Summary of Changes
June 1, 2013	Donovan, Thogersen, Newcomer	Policy creation
July 2014	Thogersen, Lassiter	Language tweaks
June 2015	Thogersen, Hill, Lassiter	Language tweaks ; Clarifying language on when ICC Austin will cancel an eviction
August 2015	Lassiter	Clarified eviction filing fee
June 2016	Thogersen	Added Early Termination Policy references
May 2017	Thogersen	Added breach of lease without remedies note

## Review History

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Date	Reviewed by
June 2016	Thogersen, Lassiter, Hill
May 2017	Thogersen, Lassiter, Khalil, Hegar

## External Cross-references

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Section(s)	Policy/Section Referenced
1,8	Payment Plan Policy
2,3	Conflict Resolution & Member Review Policy
	Early Termination Policy

## Introduction

The eviction process is the last step ICC Austin takes to protect itself in various circumstances. The most common is failure of a member to pay, but it can also be triggered by membership revocation, other breaches of lease, and in certain emergency situations. Because of the severity of the action, this policy outlines the process in detail so everyone will be on the same page. The majority of the policy is a restatement of eviction process requirements under state law.

## Definitions

- “Fee” means a dollar amount charged to a member by ICC Austin to cover the additional administrative costs.
- The “Member Resident Agreement” is the contract that grants the right of occupancy in an ICC house to a member.
- A “Payment Plan” is a written agreement between a member and ICC Austin that allows for room and board charges to be deferred without risk of eviction as long as the agreement is completed.
- “Member Review” is a type four conflict resolution according to ICC Austin conflict resolution policy

## Policy

1. ICC Austin will pursue eviction when a member owes \$100 or more without a valid payment plan.
2. ICC Austin will pursue eviction when member has their membership revoked through the member review process.
3. ICC Austin will pursue eviction when a member fails to fulfill the terms of the member resident agreement and fails to correct the problem according to the breach of lease notification, if required.
4. The eviction filing fee is \$150.

## Procedure

In the case of membership revocation:

1. Members who have their membership revoked by the member review process will receive a notice to vacate giving the member three days to vacate the premises. If a member vacates the premises voluntarily upon receipt of a notice to vacate, they remain responsible for the contract until they are replaced or fulfill the terms of the Early Termination Policy.
2. If a member does not vacate voluntarily within three days of receiving the notice to vacate, an eviction case will be initiated with the Justice of the Peace. The filing fee for the case will be applied to the member’s account.
3. If the Justice of the Peace evicts the member, the member has seven days to move out.

4. If the member does not move out within 7 days, ICC Austin will seek a Writ of Possession asking the constable to deliver the unit into the possession of ICC Austin and remove the member and their belongings. The fee for the Writ of Possession will apply to the member's account.

In the case of a breach of lease:

1. A member who fails to correct a breach of lease, or commits a breach of lease with no remedies, will receive a notice to vacate giving the member three days to vacate the premises.
2. If a member vacates the premises voluntarily upon receipt of a notice to vacate, they remain responsible for the contract, including all outstanding fees, until they are replaced or fulfill the terms of the Early Termination Policy.
3. If a member does not vacate voluntarily within three days of receiving the notice to vacate, an eviction case will be initiated with the Justice of the Peace. The filing fee for the case will be applied to the member's account.
4. If the Justice of the Peace evicts the member, the member has seven days to move out.
5. If the member does not move out within 7 days, ICC Austin will seek a Writ of Possession asking the constable to deliver the unit into the possession of ICC and remove the member and their belongings. The fee for the Writ of Possession will apply to the member's account.

In the case of member's balance due to ICC Austin:

1. Members with a balance of \$40 or more on the 6<sup>th</sup> of any month will receive a notice of balance due indicating the amount owed to ICC Austin and allowing seven days to pay or make a payment plan.
2. Members with a balance of \$100 or more on the 13<sup>th</sup> of any month or members who fail to make a payment per their payment plan agreement will receive a notice to vacate giving the member three days to either vacate the premises or make a payment.
3. If a member vacates the premises voluntarily upon receipt of a notice to vacate, they remain responsible for the contract, including all outstanding fees, until they are replaced or fulfill the terms of the Early Termination Policy.
4. If a member does not make a payment or vacate voluntarily within three days of receiving the notice to vacate, an eviction case will be initiated with the Justice of the Peace. The filing fee for the case will be applied to the member's account.
5. Once an eviction case has been filed, all previous payment plan agreements are null and void. An eviction case will only be cancelled if the member brings their ICC Austin account balance below \$100.
6. If the Justice of the Peace evicts the member, the member has seven days to move out.
7. If the member does not move out within 7 days, ICC Austin will seek a Writ of Possession asking the constable to deliver the unit into the possession of ICC and remove the member and their belongings. The fee for the Writ of Possession will apply to the member's account.